

Exhibit 192

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Engelhardt
Talc
off

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

----- x
DAVID HOWARD WESTFALL, IN HIS :
CAPACITY AS ADMINISTRATOR OF :
THE ESTATE OF THOMAS HOWARD :
WESTFALL AND IN HIS CAPACITY :
AS ADMINISTRATOR OF THE ESTATE :
OF BETTY E. WESTFALL :

vs. :

WITTACKER, CLARK & DANIELS, :
METROPOLITAN TALC COMPANY, INC., :
PFIZER, INC., WINDSOR MINERALS, :
INC., itself and as successor :
to EASTERN MAGNESIUM TALC :
COMPANY INC., and OMYA, INC., :
itself and as successor to :
VERMONT TALC COMPANY, INC. :

----- x

4/14/1
4/29/1
Wittacker
5/2/87
C.A. No. 79-0269

STIPULATION AND ORDER
OF CONFIDENTIALITY

IT IS HEREBY STIPULATED AND AGREED BY and between the
undersigned counsel as follows:

1. As used herein, the following words shall have
the following meaning:

(a) "document" shall be construed in the broadest
possible sense, and shall include without limitation the
following items, whether written, printed, typed, photo-
stated, photographed, recorded or reproduced by any other
mechanical or manual process or means upon any tangible
thing in any form of communication or representation,
including letters, words, numbers, pictures, sounds or
symbols, or combinations thereof, or any copies bearing

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notations or marks not found on the original, including but not limited to: all transcripts, correspondence, memoranda, reports, financial reports, notes, records, letters, envelopes, telegrams, mailgrams, messages (including reports, diaries, logs, notes and memoranda of personal or telephone conversations and conferences), studies, analyses, projections, estimates, working papers, summaries, statistical statements, financial workpapers, accounts, analytical records, reports and/or summaries or investigations, opinions or reports of consultants, appraisals, studies, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, advertisements, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or other communications of any type, including inter- and intra- office communications, charts, graphs, printouts, all other data compilations from which information can be obtained, and any preliminary versions, drafts or revisions of any of the foregoing, and any other writings of whatever description or kind.

(b) "furnished" means the production of documents, whether voluntarily or involuntarily, whether pursuant to request or process and whether in accordance with the Federal Rules of Civil Procedure or otherwise.

(c) "Engelhard" means Engelhard Corporation, any of its affiliated entities, including but not limited to Eastern Magnesia Talc Company, and any employees or agents of Engelhard Corporation or of its affiliated entities, including but not limited to Glen A. Hemstock.

2. This Stipulation shall be applicable to, and govern, all documents, including any transcripts of depositions of Engelhard, heretofore or hereafter furnished by or on behalf of Engelhard to the attorneys for any of the parties to the above-captioned action.

3. Engelhard has asserted that the information requested through discovery in this proceeding constitutes confidential, commercial and financial information within the meaning of Fed.R.Civ.P. 26(c).

4. In order to prevent the improper disclosure of such confidential information, the following procedures shall be followed with respect to documents or testimony containing such information:

(a) No documents furnished by Engelhard, including any transcripts of depositions of Engelhard in this proceeding or the contents thereof shall be disclosed, divulged, revealed, described, transmitted or otherwise communicated by any of the attorneys for any of the

parties, or any other person, to any person other than a member or employee of such attorneys' firm, or (a) outside experts retained by such firm in connection with this litigation, and who are assisting such firm in the captioned action; (b) the Court herein; (c) any jury herein; (d) witnesses and their counsel at depositions or any hearing or trial held herein; or (e) court reporters at any depositions or hearings or trial held herein, or (f) counsel, technical experts and corporate officers employed by the parties (or their parent corporations) actively involved in the preparation of the defense of this litigation.

(b) No person to whom documents are disclosed shall make any copies, or otherwise use such documents or their contents for any purpose whatsoever, except in connection with pre-hearing or pre-trial proceedings, the preparation for trial, trial or other judicial proceedings in connection with this action.

(c) Should any of such documents be utilized as exhibits to any affidavits, interrogatories, answers to interrogatories or any other document to be filed with the Court or be utilized at any deposition, hearing or trial in this action, or should the documents or any information contained therein be disclosed in any such affidavits, interrogatories, answers to interrogatories or any other document to be filed with the Court or in the transcript of any such depositions, hearings or trial in this action, Engelhard shall be given prior notice thereof and such exhibits,

affidavits, interrogatories, answers to interrogatories, other documents or transcripts shall be sealed upon their filing in Court.

(d) With the exception of the Court and a jury, no person described in paragraph 4(a) hereof shall participate in the inspection of Engelhard's documents or be permitted access to them or their contents unless and until that person signs an agreement to be bound by this Order precisely in the form attached hereto as Exhibit A and a signed copy of the agreement has been delivered to counsel for Engelhard, Peter Lawson Kennedy, Esq., Adler Pollock & Sheehan Incorporated, 2300 Hospital Trust Tower, Providence, Rhode Island 02903 and David R. Hyde, Esq., Cahill Gordon & Reindel, 80 Pine Street, New York, New York 10005.

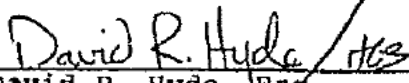
(e) Any person who should utilize any such documents pursuant to paragraph 4(c) shall give notice of such use, together with a copy of such use to Peter Lawson Kennedy and David R. Hyde.


(f) At the conclusion of all proceedings herein, all documents subject to the terms of this Stipulation shall be returned to Cahill Gordon & Reindel, and all copies thereof shall likewise be returned to Cahill Gordon & Reindel, by any person described in paragraph 4(a) in

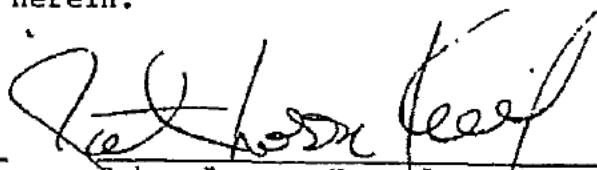
possession thereof and all notes or other documents containing extracts or other references to their contents shall be destroyed.


(f) This Stipulation shall remain in full force and effect until modified, superseded, or terminated, by written consent of the parties to this Stipulation or by Order of the Court upon notice.


5. Nothing herein contained shall be construed as prohibiting or restricting Engelhard from disclosing or using in any way documents, things, information or testimony, including any confidential materials, produced by Engelhard or elicited from them in discovery herein.



David R. Hyde, Esq.
Cahill Gordon & Reindel
(a partnership including
professional corporations)
Attorneys for Non-Party,
Engelhard Corporation and
Glen A. Hemstock
80 Pine Street
New York, New York 10005

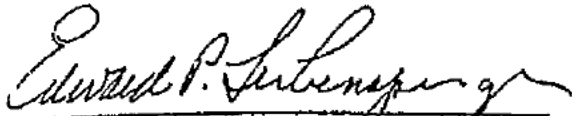

Benjamin V. White, III, Esq.
Vetter & White
Attorneys for Defendant,
Windsor Minerals Inc.
20 Washington Place
Providence, R.I. 02903

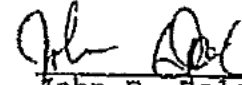

Peter Lawson Kennedy, Esq.
Adler Pollock & Sheehan
Incorporated
Attorneys for Non-Party,
Engelhard Corporation and
Glen A. Hemstock
2300 Hospital Trust Tower
Providence, R.I. 02903

3/16/83

Daniel Prentiss, Esq.
Decof & Grimm
Attorneys for Plaintiff,
David Howard Westfall
One Smith Hill
Providence, R.I. 02903

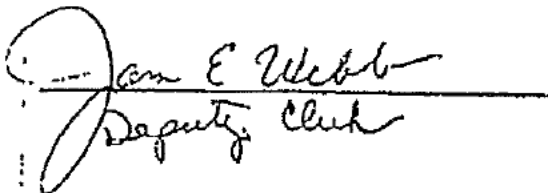

William A. Curran, Esq.
Hanson, Curran & Parks
Attorneys for Defendant,
Metropolitan Talc Co., Inc.
1210 Turks Head Building
Providence, R.I. 02903

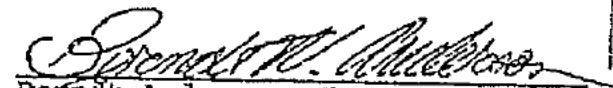

Robert M. Lovegreen, Esq.
Hinckley & Allen
Attorneys for Defendant,
Whittaker, Clark & Daniels,
Inc.
2200 Fleet National Bank Bldg.
Providence, R.I. 02903


Edward P. Leibensperger, Esq.
Nutter, McClennen & Fish
Attorneys for Defendant,
Windsor Minerals Inc.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, Mass. 02210


John F. Dolan, Esq.
Rice, Dolan, Kiernan & Kershaw
Attorneys for Defendant,
Omya, Inc.
Suite 3A, 101 Dyer Street
Providence, R.I. 02903

PER ORDER:


Jan E. Webb
Deputy Clerk


Berndt Anderson, Esq.
Roberts, Carroll, Feldstein &
Tucker
10 Dorrance Street
Providence, R.I. 02903

ENTER:

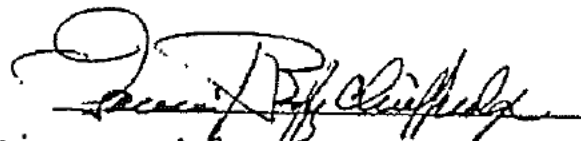

Robert J. Chaffetz
April 18, 1983

Exhibit 193



OFFICE OF
GENERAL COUNSEL

ONE JOHNSON & JOHNSON PLAZA
NEW BRUNSWICK, N.J. 08933-7002

August 27, 1986

Ronald B. Grayzel, Esq.
Levinson, Conover, Axelrod, Wheaton & Grayzel
Lincoln Plaza
2 Lincoln Highway, P.O. Box 2905
Edison NJ 08818-2905

Re: Edley v. Windsor Minerals Inc.

Dear Mr. Grayzel:

As you may know, Windsor Minerals Inc. is a wholly-owned subsidiary of Johnson & Johnson and, accordingly, the Summons and Complaint in the above-captioned matter has recently been referred to my attention.

Please be advised that Windsor Minerals Inc., contrary to the allegation in the Complaint, does not now engage and never has engaged in the manufacture or supply of "asbestos-containing products". Rather, the exclusive business of Windsor Minerals Inc. is and has been the mining and milling of talc from a single mining district in Windsor, Vermont. That mining district is the exclusive source of talc for all of the Johnson's Baby Powder sold in the United States as well as a source of pure talc sold to independent industrial users. All of the talc mined by Windsor Minerals Inc., whether ultimately sold to industrial users or used in Johnson's Baby Powder, is sampled and tested for the presence of asbestos and no evidence of the presence of asbestos in any Windsor Minerals product has ever been revealed. Under the circumstances, there obviously can be no reasonable knowledge, information or belief which provides good ground to support this pleading under R1:4-8.

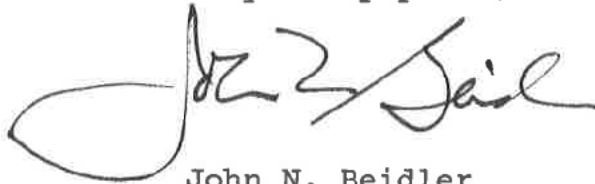
Parenthetically, we received a Complaint several months ago filed by the Wysoker firm here in New Brunswick on behalf of another former employee of Bird & Son and, upon being told the forgoing facts, the plaintiff's attorneys immediately forwarded to me a dismissal of the action as to Windsor Minerals Inc.

-2-

I am hopeful that you and your client will appreciate that there is no benefit to keeping Windsor Minerals in this case, from which in all fairness it should be dismissed and, I hope that this matter can be resolved as expeditiously as was the prior case. In the event that you require an affidavit confirming the forgoing facts, please let me know.

May I hear from you promptly?

Very truly yours,

A handwritten signature in black ink, appearing to read "John N. Beidler". The signature is stylized with a large, looped initial "J" and a cursive "Beidler".

John N. Beidler

/rd

Exhibit 194

NEWMAN, HERMAN, SALTMAN, LEVITT AND FEINSON

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

EDWARD H. HERMAN
JAY J. NEWMAN
(N.J. & D.C. Bar)
DAVID A. SALTMAN
(N.J. & Fla. Bar)
RONALD S. LEVITT
(N.J. & N.Y. Bar)
JULIUS J. FEINSON
JULIE VACCHER GOLDSTEIN
(N.J. & Pa. Bar)

ISRAEL H. SALTMAN (1914-1982)

Of Counsel

ALLEN J. SIMONSON
DONALD J. PERRELLA
(N.J. & N.Y. Bar)
ROBERT J. PINTO

Please Reply To:

P.O. Box 769
East Windsor, New Jersey 08520

New Brunswick Office:

47 Paterson Street
(201) 745-9005

East Windsor Office:

339 Princeton-Hightstown Road
(609) 443-4900

Somerville Area:

By Appointment Only
(201) 725-4257

OUR FILE NO.
11092-L

July 23, 1987

Ronald B. Grayzel, Esq.
Levinson, Conover, Axelrod, Wheaton & Grayzel
Lincoln Plaza, 2 Lincoln Highway
PO Box 2905
Edison, New Jersey 08818-2905

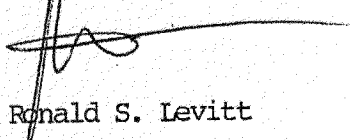
RE: Edley -v- Madsen & Howell, Windsor Minerals, Inc., et als

Dear Mr. Grayzel:

Enclosed please find an Affidavit on behalf of Windsor Minerals, Inc., signed by Roger N. Miller, President of Windsor Minerals, Inc. since 1968. Also enclosed you will find an assay from McCrone Environmental Services, Inc. I trust that these documents will now enable you to sign a Dismissal as was done in the Yuhas file. I have taken the liberty of drafting the Dismissal and enclosing the same for your signature along with a self-addressed stamped envelope.

If you are still unable or unwilling to sign the Dismissal, please forward immediately your client's answers to supplemental interrogatories which were served upon you almost one year ago.

Very truly yours,



Ronald S. Levitt

RSL/gbf
Encl.

cc: Michael M. Tanenbaum, Esq., McCarter & English
Thomas M. Kelly, Esq., Morley, Cramer, Tansey, Haggarty & Fanning
Anthony Luongo, Esq., Donington, Leroe, Toland & Luongo

Certified Mail, Return Receipt Requested

LOUIS EDLEY, :
 :
Plaintiff, :
 :
vs. :
 :
WINDSOR MINERALS, INC.; :
NICOLET, INC., as Successor- :
in-Interest to Keasby & :
Mattison; GAF CORP., RUBEROID, :
GAF CORP., as Successor-in- :
Interest to Ruberoid; MADSEN :
& HOWELL, INC.; JOHN DOE #1 :
to #50 (Fifty Unidentified :
Manufacturers and Distributors :
of asbestos-containing :
products), :
 :
Defendants. :

SUPERIOR COURT
OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

DOCKET NO. L-075913-86

CIVIL ACTION

AFFIDAVIT

STATE OF VERMONT :
SS.
COUNTY OF WINDSOR :

ROGER N. MILLER, of full age, being duly sworn, according to law, upon his oath, deposes and says:

1. I am the President of Windsor Minerals, Inc. and have held that position since 1968 when Windsor Minerals, Inc. was first formed.

2. The exclusive business of Windsor Minerals, Inc. is, and has been for the last eighteen years, the mining and milling of talc from a single mining district in Windsor, Vermont. That mining district is the exclusive source of talc for all of the Johnson's Baby Powder sold in the United States. In addition to supplying the talc for Johnson's Baby Powder, Windsor Minerals, Inc. also sells a portion of its product to independent industrial users.




EXHIBIT
J&J-187

3. All of the talc mined by Windsor Minerals, Inc., whether it is ultimately sold to industrial users or used in Johnson's Baby Powder, is sampled and tested for the presence of asbestos. No evidence of the presence of asbestos in Windsor Minerals' product has ever been revealed by this testing. Attached hereto as Exhibit "A" is a true copy of a recent report of such testing.


ROGER N. MILLER

Sworn to and subscribed
before me this 13 day
of July, 1987.



Notary Public
My Commission Expires:
Feb. 10, 1991



mcCrone environmental services, inc.

200 OAKBROOK BUSINESS CENTER
5500 OAKBROOK PARKWAY
NORCROSS, GA 30093 • 404-449-8461

28 January 19876

Windsor Minerals, Inc.
P. O. Box 680
Windsor, Vermont 05089

RECEIVED

FEB 2 1987

W. M. I.

Attention: Mr. Roger N. Miller, President

Re: McCrone Project No. ME-3241

Dear Mr. Miller:

Under your Purchase Order QC-0548, we received nineteen talc samples for asbestos analysis by transmission electron microscopy. The samples were labelled as follows:

WMI 86-10	WMI 86-14	WMI 86-18	WMI 86-22	WMI 86-26
WMI 86-11	WMI 86-15	WMI 86-19	WMI 86-23	WMI 86-27
WMI 86-12	WMI 86-16	WMI 86-20	WMI 86-24	WMI 86-32
WMI 86-13	WMI 86-17	WMI 86-21	WMI 86-25	

Examination found no quantifiable amounts of asbestiform minerals. The limit of detection for each sample is below 0.001 weight percent.

Thank you for consulting McCrone Environmental Services, Inc.

Sincerely,

Thomas Kremer
Thomas Kremer
Electron Microscopist

James R. Millette
James R. Millette, Ph.D.
Manager, Laboratory Services

TK/JRM/mtw

cc: 1) Windsor Minerals, Inc.
Windsor VT
1) Mr. Roger N. Miller, President

EXHIBIT A

a subsidiary of walter c. mcrone associates, inc.

2820 SOUTH MICHIGAN AVENUE • CHICAGO, ILLINOIS 60616 • 312-842-7100

Exhibit 195



mccrone environmental services, inc.

200 OAKBROOK BUSINESS CENTER
5500 OAKBROOK PARKWAY
NORCROSS, GA 30093 • 404-449-8461

22 August 1985

Windsor Minerals, Inc.
P.O. Box 680
Windsor, Vermont 05089

Attention: Mr. Arthur J. LaPierre,
Safety, Health and Training Director

SUBJECT: Analysis of Seven Talc Samples for
Asbestos Mineral Content by
Transmission Electron Microscopy

Re: McCrone Project No. ME-1862

Dear Mr. LaPierre:

McCrone Environmental Services, Inc. of Norcross, Georgia,
has completed the analyses of the seven talc samples that we
received from your office on 25 July, 1985. The samples were
labelled as follows:

WMI 85-25 (1) *

WMI 85-26 (2)

WMI 85-27 (3)

WMI 85-28 (4)

WMI 85-29 (5)

WMI 85-30 (6)

WMI 85-31 (7)

* McCrone TEM Lab Number

The samples were prepared following our usual technique for
TEM bulk sample analysis. Small (about 10 mg.) representative
portions of each sample were weighed and suspended in 10 ml. of
nanopure water and ultrasonicated for 5 minutes. Drops (6.5
microliters) of the suspended samples were placed on electron

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2820 SOUTH MICHIGAN AVENUE • CHICAGO, ILLINOIS 60616 • 312-842-1700

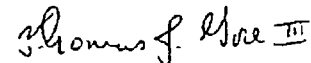
J&J-0034630

microscope grids and allowed to dry. The prepared sample grids were analyzed at 20,000x magnification. Ten grid squares per sample were analyzed. The presence of asbestos minerals was verified by selected area electron diffraction (SAED), energy dispersive X-ray analysis (EDX) and by morphology.

Chrysotile asbestos was detected only in the samples labelled WMI 85-28 and WMI 85-30. Because only a few fibers were detected in the portion of each sample analyzed, no accurate value of the weight percent of chrysotile asbestos could be calculated with statistical certainty. The data obtained from each sample analysis suggest that the amount of chrysotile asbestos in the samples labelled WMI 85-28 and WMI 85-30 is less than 0.0001 percent by weight.

Thank you for consulting McCrone Environmental Services, Inc. If you have any questions concerning these results, please contact our office.

Sincerely,



Thomas J. Gore III
Laboratory Microscopist



James R. Millette, Ph.D.
Manager, Electron Optics Group

TJG/JRM/arwp

cc: ☒ Windsor Minerals, Inc.
Windsor VT
1) Mr. Arthur J. LaPierre,
Safety, Health and Training Director
Windsor Minerals, Inc.
Windsor VT

mccrone environmental services, inc.

J&J-0034631

Exhibit 196



WINDSOR MINERALS INC.

P.O. Box 680 Windsor, Vermont 05089
Telephone (802) 484-7761

September 10, 1985

Mr. Ian Stewart
Walter McCrone Associates, Inc.
2820 South Michigan Avenue
Chicago, IL 60616

Dear Ian:

I am touching base with you on methodology and reports by your representatives on analysis of our products. I also want to complain on their failure to read our correspondence.

We submitted, on July 11, to Mark Palenik, seven samples for analysis with a specific note that the report be directed to me. We received, on August 22, the enclosed report on these samples mailed to another Company employee.

The August 22, report is couched in substantially different language than earlier reports. As I explained to you on my visit to Chicago it is very important that specific language be used.

I am admittedly unfamiliar with your field to argue, but I would appreciate your review and comments.

Yours very truly,

WINDSOR MINERALS, INC.

Roger N. Miller
President

RNM/rb
Enclosures

Exhibit 197



mccrone environmental services, inc.

200 OAKBROOK BUSINESS CENTER
5500 OAKBROOK PARKWAY
NORCROSS, GA 30093 • 404-449-8461

08 October 1985

Windsor Minerals, Inc.
P. O. Box 680
Windsor, Vermont 05089

RECEIVED
OCT 16 1985

Attention: Mr. Roger N. Miller, President

W.M.I.

Re: McCrone Project No. ME-1862

Dear Mr. Miller:

Under you purchase order WS-17577 we received seven (7) talc samples for asbestos analysis. The samples were identified as WMI85-25 through WMI85-31. Examinations by transmission electron microscopy did not find any quantifiable amount of asbestiform minerals in any of the samples.

Sincerely,

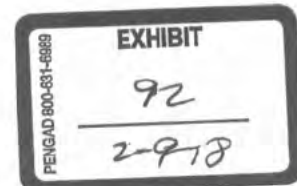
Thomas J. Gore, III
Electron Microscopist

James R. Millette, Ph.D.
Manager, Electron Optics Group

TJG/JRM/jir

cc: Windsor Minerals, Inc.
Windsor VT

1) Mr. Roger N. Miller, President



a subsidiary of walter c. mcrone associates, inc.

2620 SOUTH MICHIGAN AVENUE • CHICAGO, ILLINOIS 60616 • 312-842-1700

Exhibit 198

\$40

REC'D. & FILED
SUPERIOR COURT
OF NEW JERSEY

OCT 3 1986

M.V. 9
JOHN M. MAYSON
CLERK

LAW

UNIC

OCT 10 1986

SUPERIOR COURT OF N.J.
PAID

NEWMAN, HERMAN, SALTMAN, LEVITT & FEINSON, P.A.

☒ PRINCETON RD

BOX 769

EAST WINDSOR, N. J.

(609) 443-4000

ATTORNEYS FOR Defendant, Windsor Minerals, Inc.

☐ 281 E MAIN ST.

SOMERVILLE, N. J.

(201) 725-1338

JURY

Plaintiff

ALEX YUHAS and JEAN YUHAS, his wife,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

vs.

Defendant

E&B MILL SUPPLY; MADSEN & HOWELL; GAF; RUBEROID;
GAF as Successor-in-Interest to Ruberoid;
CENTRAL JERSEY SUPPLY CO.; ELIZABETH INDUSTRIAL,
Division of Charles F. Guyon, Inc., as Successor-
in-Interest to Elizabeth Hardware; ZESTON; WINDSOR
MINERALS, INC.; NICOLET, INC., as Successor-in-
Interest to Keasbey & Mattison; JOHN DOE #8 to #100;
(Forty three unidentified manufacturers and suppliers
of Asbestos and Asbestos Products to Plaintiff's
Places of Employment).

Docket No. L-029706-84

CIVIL ACTION

ANSWER, CROSSCLAIM AND
DEMAND FOR TRIAL BY JURY

Windsor Minerals, Inc., having offices in the Town of Windsor and State
of Vermont, by way of Answer to plaintiffs' Complaint says:

FIRST COUNT

1. This defendant does not have sufficient information to admit or
deny the allegations contained herein and, accordingly, plaintiffs are
left to their proofs.

2. This defendant does not have sufficient information to admit or
deny the allegations contained herein and, accordingly, plaintiffs are
left to their proofs.

3. This defendant does not have sufficient information to admit or deny the allegations contained herein and, accordingly, plaintiffs are left to their proofs.

4. Denied, and plaintiffs are left to their proofs.

5. Denied, and plaintiffs are left to their proofs.

6. Denied, and plaintiffs are left to their proofs.

WHEREFORE, the defendant, Windsor Minerals, Inc., demands that the First Count of plaintiffs' Complaint be dismissed with prejudice and without costs.

SECOND COUNT

1. This defendant repeats the Answer as set forth above and makes the same a part hereof as though set forth at length herein.

2. Denied, and plaintiffs are left to their proofs.

3. Denied, and plaintiffs are left to their proofs.

4. Denied, and plaintiffs are left to their proofs.

WHEREFORE, the defendant, Windsor Minerals, Inc., demands that the Second Count of plaintiffs' Complaint be dismissed with prejudice and without costs.

THIRD COUNT

1. This defendant repeats the Answer as set forth in the First and Second Counts above and makes the same a part hereof as though set forth at length herein.

2. Denied, and plaintiffs are left to their proofs.

WHEREFORE, the defendant, Windsor Minerals, Inc., demands that the Third Count of plaintiffs' Complaint be dismissed with prejudice and without costs.

SEPARATE DEFENSES

1. Plaintiffs are barred from recovery by reason of the limits set forth in the statute of limitations.

2. Plaintiffs are barred from recovery by reason of the limits set forth in the statute of limitations.

3. Any and all injuries and damages allegedly sustained by the plaintiffs were the result of the carelessness and negligence of third persons over whom this defendant had no control.

4. This defendant never warranted, either expressly or impliedly, any products which were allegedly used by the plaintiffs' claim based on warranties, either expressed or implied, cannot be sustained as against this defendant.

5. The plaintiffs were guilty of contributory negligence with respect to any injuries allegedly caused by this defendant, and should this defendant be found guilty of any negligence with respect to the plaintiffs' damages, which liability is denied, the comparative contributory negligence of the plaintiffs were greater than that of this defendant, barring any recovery of the plaintiffs as against this defendant, pursuant to N.J.S.A. 2A:15-5.1.

6. The plaintiffs were cognizant of and had full knowledge of all the facts, circumstances and conditions existing with respect to the use of any products allegedly manufactured by this defendant as referred to in the Complaint and voluntarily assumed the risks therefrom or attendant thereto.

7. This defendant denies any conduct on their part which would justify an award of punitive damages in favor of the plaintiffs.

8. At the time and place mentioned in the Complaint, this defendant was not guilty of any negligence, whether by act of commission or omission, which was a proximate cause of the alleged accident, injuries and damages of which plaintiffs complain.

9. This defendant reserves the right to move at or before the time of trial to dismiss the Complaint on the grounds that the Court lacks personal jurisdiction over this defendant.

10. This defendant reserves the right to move at or before the time of trial to dismiss the Complaint on the grounds that the Court lacks jurisdiction over the subject matter of the Complaint.

11. This defendant reserves the right to move to dismiss the Complaint on the grounds that the plaintiffs failed to give notice to the defendant of the alleged breach of express or implied warranty contrary to the provisions of the applicable statutes of the State of New Jersey.

12. This defendant reserves the right to move to dismiss the plaintiffs' Complaint on the grounds that the plaintiffs' Complaint and each Count thereof fails to state a claim upon which relief can be granted.

13. This defendant denies that willfully, wantonly or intentionally withheld or prevented the dissemination of information concerning the alleged hazardous effects of asbestos products and further denies that they were guilty of fraudulent misrepresentation to the plaintiffs and members of the general public and further denies that they conspired to withhold the aforesaid information from the plaintiffs and other members of the general public.

14. The incident, injuries and damages complained of were caused by unauthorized, unintended or improper use of the product complained of and was the result of the failure to exercise reasonable and ordinary care, caution or vigilance.

15. This defendant denies the applicability of the concept of strict liability in tort to this litigation.

CROSSCLAIM

Defendant, Windsor Minerals, Inc., by way of Crossclaim against co-defendants, ELB Mill Supply, Madsen & Howell, GAF, Ruberoid, GAF as Successor-in-Interest to Ruberoid, Central Jersey Supply Co., Elizabeth Industrial, Division of Charles F. Guyon, Inc., as Successor-in-Interest to Elizabeth Hardware, Zeston, Nicolet, Inc., as Successor-in-Interest to Keashey & Mattison, John Doe #8 to #100, (Forty-three unidentified manufacturers and suppliers of Asbestos and Asbestos Products to Plaintiffs'

Places of Employment, says:

FIRST COUNT

Defendant, Windsor Minerals, Inc., denies that they were negligent and state that the accident was the direct and proximate result of the actions of Defendants, E&B Mill Supply, Madsen & Howell, GAF, Ruberoid, GAF as Successor-in-Interest to Ruberoid, Central Jersey Supply Co., Elizabeth Industrial, Division of Charles F. Guyon, Inc., as Successor-in-Interest to Elizabeth Hardware, Zeston, Nicolet, Inc., as Successor-in-Interest to Keasbey & Mattison, John Doe #8 to #100, (Forty three unidentified manufacturers and suppliers of Asbestos and Asbestos Products to Plaintiffs' Places of Employment), and that they were solely responsible for the injuries sustained by the plaintiffs but in the event this defendant is found guilty of contributory negligence, defendant, Windsor Minerals, Inc., demands contribution under and by reason of the Joint Tortfeasors Contribution Act, N.J.S. 2A:53a-1, et seq., and as provided by the provisions of the Comparative Negligence Act, N.J.S. 2A:15-5.3, for a proportionate share of all of which the plaintiffs may recover.

SECOND COUNT

The defendant, Windsor Minerals, Inc., further demands and makes a claim for indemnity against the defendant, in the event it be deemed that the damages claimed in the Complaint were occasioned by the primary negligence of the said co-defendants, should the defendant, Windsor Minerals, Inc., be found secondarily liable to the plaintiffs herein.

THIRD COUNT

Defendant, Windsor Minerals, Inc., hereby demands common law and contractual indemnification both expressed and implied from the co-defendants.

FOURTH COUNT

The defendant, Windsor Minerals, Inc., further demands and makes a claim for indemnification against the co-defendants in the event it is deemed that they were manufacturers and distributors to this defendant of products alleged

MAN: HERMAN
LITMAN: LEVITT
FEINSON: RA

by the plaintiffs to give rise to liability under theories of strict liability, warranty and products liability.

ANSWER TO ALL CROSSCLAIMS

The defendant, Windsor Minerals, Inc., denies any and all Crossclaims for Contribution and Indemnification filed or to be filed against this defendant in the within action.

DEMAND FOR ANSWERS TO INTERROGATORIES

This defendant hereby makes demand upon the plaintiffs for answers to interrogatories (Standard Form A) as directed by Order of the Honorable John E. Keefe, J.S.C., dated January 25, 1982. These interrogatories may be obtained from the Court upon request.

JURY DEMAND

Defendant, Windsor Minerals, Inc., hereby demands a trial by a six man jury on all issues in the above captioned matter.

DEMAND FOR STATEMENT OF DAMAGES

PLEASE TAKE NOTICE that pursuant to Rule 4:5-2, the Defendant filing this Answer requires that within five days you furnish its attorney with a Statement of the amount of damages claimed.

CERTIFICATION

I hereby certify that a copy of the within Answer was served within the time prescribed by Rule 4:6, and that a true copy of same has been served upon my adversary by first class mail on even date hereof.

NEWMAN, HERMAN, SALTMAN, LEVITT & FEINSON
Attorneys for Defendant, Windsor Minerals

BY: 

EDWARD H. HERMAN, ESQ.

Date: September 30, 1986

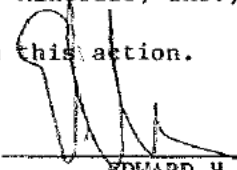
HERMAN
& LEVITT
ON PA

CERTIFICATION

PURSUANT TO RULE 4:5-1

Defendant hereby certifies the matter in controversy is not the subject of any other action pending in any Court, or of a pending arbitration proceeding and no other action or arbitration proceeding is contemplated.

To the best of the defendant, Windsor Minerals, Inc., knowledge, there are no other parties who should be joined in this action.



EDWARD H. HERMAN, ESQ.

EDWARD H. HERMAN
JALTMAN LEVITT
& FENSON, P.A.

REC'D. & FILED
SUPERIOR COURT
OF NEW JERSEY

JAN 13 1987

M.V. 24
ADEN M. MAYSON
CLERK

Attorney(s): LEVINSON, CONOVER, AXELROD, WHEATON & GRAYZEL

Office Address & Tel. No.: 2 Lincoln Hwy., Edison, NJ 08818

Attorney(s) for Plaintiffs (201) 494-2727

ALEX YUHAS and JEAN YUHAS,
his wife

Plaintiff(s)

vs.

E & B MILL SUPPLY, et als.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY

MIDDLESEX

COUNTY

LAW

DIVISION

DOCKET NO. L-029706-84

CIVIL ACTION

Stipulation of Dismissal

with prejudice

(as to defendant, Windsor Minerals, Inc.)

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed without costs against either party.

Dated: January 6 19 87 .
NEWMAN, HERMAN, SALTMAN, LEVITT
& FEINSON

By

Edward H. Herman
Attorney(s) for Defendant(s) Windsor
Minerals, Inc.

LEVINSON, CONOVER, AXELROD, WHEATON
& GRAYZEL

By

Ronald B. Grayzel
Attorney(s) for Plaintiff(s)

Exhibit 199

1 SUPERIOR COURT OF NEW JERSEY
2 LAW DIVISION - MIDDLESEX COUNTY
3 DOCKET NO. MID-1809-17AS
4 APPELLATE DOCKET NO. _____
5
6 DOUGLAS AND ROSALYN BARDEN,)
7) TRIAL
8 Plaintiff,)
9)
10 v.)
11) (VOLUME 1 OF 2)
12 BRENNTAG NORTH AMERICA, et al.,)
13 Defendants.)
14 -----)
15 DAVID CHARLES ETHERIDGE AND)
16 DARLENE PASTORE ETHERIDGE,) MID-L-0932-17AS
17)
18 Plaintiffs,)
19)
20 v.)
21)
22 BRENNTAG NORTH AMERICA, et al.,)
23 Defendants.)
24 -----)
25 D'ANGELA McNEILL-GEORGE,)
MID-L-7049-16AS
Plaintiff,)
v.)
BRENNTAG NORTH AMERICA, et al.,)
Defendants.)
-----)
WILLIAM AND ELIZABETH RONNING,)
MID-L-6040-17AS
Plaintiffs,)
v.)
BRENNTAG NORTH AMERICA, et al.,)
Defendants.)
Job No. NJ3446618

<p style="text-align: right;">Page 2</p> <p>1</p> <p>2 Place: Middlesex County Courthouse</p> <p>3 56 Paterson Street</p> <p>4 New Brunswick, New Jersey 08903</p> <p>5 Date: Tuesday, July 23, 2019</p> <p>6 9:00 a.m.</p> <p>7 (Volume 1 of 2)</p> <p>8 (Pages 1 - 200)</p> <p>9</p> <p>10</p> <p>11 Before:</p> <p>12 Hon. Ana C. Viscomi, J.S.C.</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17 TRANSCRIPT ORDERED BY:</p> <p>18 MOSHE MAIMON ESQ.</p> <p>19 LEVY KONIGSBERG</p> <p>20</p> <p>21</p> <p>22 SILVIA P. WAGE, CCR CRR</p> <p>23 PRIORITY ONE</p> <p>24 290 West Mount Pleasant Avenue</p> <p>25 Livingston, New Jersey 07039</p> <p>(718) 983-1234</p> <p>E-mail: Plsteno@veritext.com</p>	<p style="text-align: right;">Page 4</p> <p>1 I N D E X</p> <p>2 WITNESS: JOHN HOPKINS PAGE</p> <p>3 CONTINUED DIRECT EXAMINATION BY MR PANATIER 6</p> <p>4 E X H I B I T S</p> <p>5 NO DESCRIPTION PAGE</p> <p>6 Plaintiff's Exhibit 1297 14</p> <p>7 Plaintiff's Exhibit 2049 115</p> <p>8 Plaintiff's Exhibit 2321 129</p> <p>9 Plaintiff's Exhibit 2416 43</p> <p>10 Plaintiff's Exhibit 2417 43</p> <p>11 Plaintiff's Exhibit 2423 28</p> <p>12 Plaintiff's Exhibit 2434 21</p> <p>13 Plaintiff's Exhibit 2450 91</p> <p>14 Plaintiff's Exhibit 2451 99</p> <p>15 Plaintiff's Exhibit 2452 93</p> <p>16 Plaintiff's Exhibit 2454 102</p> <p>17 Plaintiff's Exhibit 2455 96</p> <p>18 Plaintiff's Exhibit 2506 107</p> <p>19 Plaintiff's Exhibit 2525 137</p> <p>20 Plaintiff's Exhibit 2536 140</p> <p>21 Plaintiff's Exhibit 2581 162</p> <p>22 Plaintiff's Exhibit 2601 131</p> <p>23 Plaintiff's Exhibit 2669 165</p> <p>24 Plaintiff's Exhibit 2723 176</p> <p>25 Plaintiff's Exhibit 2848 62</p> <p>Plaintiff's Exhibit 2849 65</p> <p>Plaintiff's Exhibit 3051 161</p> <p>Plaintiff's Exhibit 3083 151</p> <p>Plaintiff's Exhibit 3121 155</p> <p>Plaintiff's Exhibit 3224 157</p> <p>Plaintiff's Exhibit 3441 82</p> <p>Plaintiff's Exhibit 3446 188</p> <p>Plaintiff's Exhibit 3695-26 41</p> <p>Plaintiff's Exhibit 3695-30 178</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 3</p> <p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 CHRISTOPHER PLACITELLA, ESQ</p> <p>4 COHEN PLACITELLA & ROTH</p> <p>5 127 Maple Avenue</p> <p>6 Red Bank, New Jersey 07701</p> <p>7 -and-</p> <p>8 MOSHE MAIMON, ESQ</p> <p>9 LEVY KONIGSBERG</p> <p>10 800 Third Avenue</p> <p>11 11th Floor</p> <p>12 New York, New York 10022</p> <p>13 -and-</p> <p>14 CHRIS J PANATIER, ESQ</p> <p>15 SIMON GREENSTONE PANATIER</p> <p>16 1201 Elm Street</p> <p>17 Suite 3400</p> <p>18 Dallas, Texas 75270</p> <p>19 Attorneys for Plaintiffs, Douglas and</p> <p>20 Rosalyn Barden, Charles Etheridge and</p> <p>21 Darlene Pastore Etheridge, D'Angela</p> <p>22 McNeill-George, William and Elizabeth</p> <p>23 Ronning</p> <p>24</p> <p>25 DIANE P SULLIVAN, ESQ</p> <p>JACK NOLAN, ESQ</p> <p>WEIL GOTSCHAL & MANGES LLP</p> <p>17 Hulfish Street</p> <p>Suite 201</p> <p>Princeton, New Jersey 08542</p> <p>-and-</p> <p>JOHN C GARDE, ESQ</p> <p>McCARTER & ENGLISH</p> <p>Four Gateway Center</p> <p>100 Mulberry Street</p> <p>Newark, New Jersey 07102</p> <p>Attorneys for Defendants Johnson & Johnson,</p> <p>and Johnson & Johnson Consumer, Inc</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 (Jury enters.)</p> <p>2 THE COURT: Good morning, everyone.</p> <p>3 Please be seated. Make sure cell phones are turned</p> <p>4 off.</p> <p>5 Today is July 23, 2019. This is a</p> <p>6 continued trial in the matter of Douglas and Rosalyn</p> <p>7 Barden versus Johnson & Johnson, David and Darlene</p> <p>8 Etheridge versus Johnson & Johnson, D'Angela McNeill</p> <p>9 versus Johnson & Johnson and William and Elizabeth</p> <p>10 Ronning versus Johnson & Johnson.</p> <p>11 May I have appearances please for the</p> <p>12 Plaintiffs.</p> <p>13 MR. MAIMON: Thank you. Good</p> <p>14 morning, your Honor. Moshe Maimon, Chris Panatier</p> <p>15 and Christopher Placitella for the Bardens, the</p> <p>16 Etheridges, the Ronnings and Ms. McNeill.</p> <p>17 THE COURT: Thank you. On behalf of</p> <p>18 the Defendants, Johnson & Johnson and Johnson &</p> <p>19 Johnson Consumer Incorporated.</p> <p>20 MS. SULLIVAN: Good morning, your</p> <p>21 Honor. Hi, everyone, Diane Sullivan and Jack Nolan</p> <p>22 for J&J.</p> <p>23 MR. NOLAN: Good morning.</p> <p>24 THE COURT: So Members of the Jury</p> <p>25 yesterday, we began with the direct examination of</p>

<p style="text-align: right;">Page 6</p> <p>1 Dr. John Hopkins, who is the corporate 2 representative for the Johnson & Johnson Companies. 3 We're going to continue with that today. 4 Whenever you're ready, Mr. Panatier. 5 MR. PANATIER: Thank you, your Honor. 6 Good morning, everyone. 7 CONTINUED DIRECT EXAMINATION BY MR. PANATIER: 8 Q. Good morning, Dr. Hopkins. 9 A. Good morning. 10 THE WITNESS: Good morning, Jury. 11 THE COURT: Oh, I'm sorry, yes, 12 please distribute the notebooks. The Jurors just 13 hand the envelopes back to the officer when you're 14 done, thank you. 15 Officer, can you just pick up those 16 envelopes and put them to the side. Thank you. 17 And now whenever you're ready. Thank 18 you. 19 BY MR. PANATIER: 20 Q. Alright. Sir, yesterday I asked you 21 a question about whether or not Johnson & Johnson 22 understood that people would put powder in their 23 sheets to smell good or feel fresh, right? 24 A. You did. 25 Q. And did you say at that point you had</p>	<p style="text-align: right;">Page 8</p> <p>1 MS. SULLIVAN: And, your Honor, we've 2 done investigation. It is actually a J&J document. 3 My objection relates to the time frame. 2014 4 post-dates anybody's use in this case and so it's 5 not relevant. 6 THE COURT: Okay. So that's -- 7 MS. SULLIVAN: This is the e-mail 8 that's attached. 9 THE COURT: Got it. Okay. 10 MR. PANATIER: Our argument is that 11 it's a foreseeable use. 12 MS. SULLIVAN: 2014? Stretch. 13 MR. PANATIER: It's a realistic 14 foreseeable use. 15 THE COURT: Look, there have -- 16 certainly, in the course of this litigation, I've 17 read testimony from various individual, Plaintiffs 18 that have indicated that. But in 2014 to say that 19 it's a foreseeable -- documents say that it's a 20 foreseeable use, I mean, unless you have something 21 else. 22 MR. PANATIER: Well... 23 THE COURT: This witness has never, 24 you know, heard of it. It's 2014. We're talking 25 about the various Plaintiffs' use going back</p>
<p style="text-align: right;">Page 7</p> <p>1 -- you were unaware of that ever happening? 2 A. On a personal basis, I was not aware 3 that people did that. But, you know, if you have 4 different information... 5 Q. This will be Exhibit 3695. 6 MS. SULLIVAN: Your Honor, can we 7 have a sidebar on this? 8 THE COURT: Sure. 9 MS. SULLIVAN: Thank you. 10 (Sidebar.) 11 MR. PANATIER: 3695-25. 12 THE COURT: That's right. I have 13 yesterday's copy. So I will give one back to you, 14 just in case. We'll spread it around. 15 MR. PANATIER: So we located a copy 16 with a Bates Stamp. 17 THE COURT: Hold on, hold on. 18 Okay. So, for the record, this was 19 the issue that we explained yesterday with regard to 20 quote, unquote, "native" documents, which is the 21 first time I've ever heard of anything like that. 22 MR. PANATIER: So we got one -- so 23 there's -- they produced -- there's got to be 30 24 copies of this in the production. So we finally got 25 one with a Bates Stamp.</p>	<p style="text-align: right;">Page 9</p> <p>1 decades. To say that this is foreseeable without 2 anything more -- 3 MR. PANATIER: Okay. 4 MS. SULLIVAN: Thank you. 5 THE COURT: Okay. 6 MS. SULLIVAN: Thank you, your Honor. 7 (Sidebar ends.) 8 BY MR. PANATIER: 9 Q. Alright. Yesterday, I brought up 10 that we finished talking about Dr. Langer. Now, 11 we're going to talk about the other Dr. L, Dr. 12 Lewin, okay? 13 A. Yes. 14 Q. And you're familiar with this -- with 15 the Dr. Lewin situation in the early '70s, right? 16 A. Yes. 17 Q. Now, Dr. Lewin was retained by the 18 FDA to test cosmetic talc samples, right? 19 A. Yes. They gave him that as a 20 project. 21 Q. Right. So, if you will turn to -- 22 there is a tab marked August 3rd, 1972. If you can 23 turn to that please. 24 (There is a discussion off the 25 record.)</p>

<p style="text-align: right;">Page 10</p> <p>1 THE COURT: I'm sorry, Counsel, 2 what's the year? What's the date? 3 MR. PANATIER: This is August 3rd, 4 1972, your Honor. 5 THE COURT: Thank you. 6 MR. PANATIER: And this is already in 7 evidence from last week. It's Plaintiffs' 8 Exhibit 2852. And then to help us, this is part of 9 our Exhibit 2852. 10 BY MR. PANATIER: 11 Q. Here. 12 THE COURT: Thank you. 13 A. Thank you. 14 Q. That's the back part of the exhibit. 15 So here we know that on August 3rd of 16 1972, Dr. Lewin issued his report and the FDA -- 17 there you go. 18 Seymour Lewin communicated it to the 19 FDA, correct? 20 A. Yes. 21 Q. Okay. And in this set, he had looked 22 at a 102 samples, right? 23 A. Yes. 24 Q. Now, he was a professor at NYU, 25 right?</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. Okay. Now, if you'll go to page... 2 A. I've got 102 up to Page 6 but... 3 Q. Right. In this one he had looked at 4 102. 5 A. Uh-huh. 6 Q. And by the time he was done, by 1973, 7 he had looked at about 195 -- 8 A. Yeah. 9 Q. -- correct? 10 A. Yes, on the later, yes. 11 Q. Right. Now these are from the FDA, 12 so they don't number their pages. But it is the 13 fifth page in. It's this one here. 14 It says, "Products having small 15 amounts of chrysotile more than 1 percent but not 16 more than 5 percent by weight," right? 17 A. Yes. 18 Q. Do you see the sample 84, which is 19 Shower to Shower, is listed as having 5 percent 20 chrysotile, correct? 21 A. You read what is written. 22 Q. And sample 84 is Shower to Shower, 23 correct? 24 A. I don't have the key. 25 Q. We literally just looked at it.</p>
<p style="text-align: right;">Page 11</p> <p>1 A. He was, yes, at that time, yes. 2 Q. He was a world-renowned mineralogist, 3 wasn't he? 4 A. I don't know "world-renowned." He 5 was well-respected. 6 Q. Okay. And you know that before he 7 was even retained by the FDA to do this work, he was 8 already working for the talc industry, correct? 9 A. I didn't know that, no. But, you 10 know -- 11 Q. We'll look at a document. 12 A. If you can document it, I'll believe 13 you. 14 Q. So he's got the product numbers on 15 the side. And then if you turn to the back, he 16 lists out some of those different products. There's 17 a product called Cashmere Bouquet. We just heard 18 about that popular case. 19 And there's Sample 84, Shower to 20 Shower, right? 21 A. Yes. 22 Q. Okay. By the time he was finished, 23 he had looked at close to a 195 different samples, 24 right? 25 A. Yes.</p>	<p style="text-align: right;">Page 13</p> <p>1 A. I don't have the key here so... 2 Q. Here it is. Oh, that's 29, baby 3 powder. 4 A. The key is on Page 10. 5 Q. Right. Shower to Shower, right, 84? 6 A. Yes. It's on Page 10. 7 Q. And Shower to Shower is sample 84, 8 correct, Dr. Hopkins? 9 A. That is what it states on Page 10. 10 Q. So that's 72. 11 Now, that's August 3rd. 12 Let's skip all the way to July 31st 13 of '73. 14 MR. PANATIER: This is Plaintiffs' 15 Exhibit 1297, your Honor. I believe the Defense 16 offered their version, but we'll offer ours. 17 It's... 18 MS. SULLIVAN: It's the same 19 document, right? 20 MR. PANATIER: I believe it's the 21 same document, but just in case there's anything 22 missing. We'll offer Plaintiff's Exhibit 1297. 23 THE WITNESS: What was the date 24 again? 25 MR. PANATIER: July 31st, 1973.</p>

<p style="text-align: right;">Page 14</p> <p>1 THE COURT: Counsel, is there any 2 objection? 3 MS. SULLIVAN: I'm not sure why we 4 need two of the same document, your Honor, but I 5 don't care. No objection. 6 THE COURT: So admitted as previously 7 admitted and readmitted again. 8 MR. PANATIER: Thank you. 9 (Plaintiff's Exhibit 1297 was moved 10 into evidence.) 11 BY MR. PANATIER: 12 Q. Before we look at that one -- you 13 found it? 14 A. Yes, I found it. 15 Q. The one with the seal? 16 A. Yes. 17 Q. The second part of the previous 18 document? 19 A. Yes. 20 Q. Let's take a look at that. 21 That's an FDA document provided through 22 FOIA, right, you see that? 23 A. Yes. 24 Q. If you turn to the second to last 25 page, just so we can get a full picture of Lewin's</p>	<p style="text-align: right;">Page 16</p> <p>1 A. Yes. 2 Q. XRD is the non-microscope analytical 3 tool that has a detection limit of about half a 4 percent, right? 5 A. Yeah, .3 to .5 depending on the speed 6 at which you run the machine. 7 Q. Alright, sir. 8 So now looking at July 31st, 1973, 9 now this was Lewin's final report, correct? 10 A. I believe so. 11 Q. Okay. But let's look at what -- this 12 is from the FDA, correct, sir? 13 A. Yes. 14 Q. Okay. Now let's look at what Dr. 15 Weissler says here. He's at the FDA, true? 16 A. Yes. 17 Q. Okay. It says, "I asked Dr. Lewin in 18 December of '71 to undertake asbestos analyses in 19 100 samples of cosmetic powders. The scope was 20 expanded on two subsequent occasions to include a 21 total of 195. I chose Dr. Lewin for this work 22 because he is an internationally-recognized expert 23 on mineralogical chemistry," right? 24 So, according to the FDA, he was an 25 internationally-recognized expert on mineralogical</p>
<p style="text-align: right;">Page 15</p> <p>1 analysis. You can see that this is on New York 2 University letterhead. Do you see that? 3 A. Yes. 4 Q. And it's got some other products. 5 Now, it looks like it's Products 13 6 through 38 on the side. Do you see that, but it's 7 kind of cut off? 8 A. On this version, it's 113 to 138. 9 Q. Well, look on the next page. You can 10 see that it's 113 through 138, but on the results it 11 looks like it's cut off, correct? 12 A. Yes. 13 Q. Okay. So, just to get our bearings, 14 we know that 131 through 138 were also Johnson & 15 Johnson products, correct? 16 A. Yes. 17 Q. There's two medicated powders, 18 there's three Shower to Showers and it looks like 19 there's three baby powders, right? 20 A. Yes. 21 Q. Okay. He tested a total of 11 22 Johnson & Johnson products, correct? 23 A. On this project, yes. 24 Q. Yes. Okay. We know that he was 25 doing XRD, correct?</p>	<p style="text-align: right;">Page 17</p> <p>1 chemistry, correct? 2 A. Yes, you read what was written. 3 Q. Yeah. "And because he is a member of 4 the academic community and, therefore, likely to be 5 impartial in a confrontation between industry and 6 government. Furthermore, his competence had 7 previously been recognized by industry by virtue of 8 their own use of him as a consultant which appeared 9 to confer a desirable immunity against possible 10 industry attacks on the validity of the results." 11 Now, we know that Dr. Lewin was not 12 immune to attacks from industry, correct? 13 A. Yes. 14 Q. Okay. So let's look at how these 15 results evolved, okay. 16 So here's sample 84. If you go to 17 the page at the bottom, there's a Bates Stamp 18 HHS220, right? And 73 he goes from 5 percent to 19 questionable, right? 20 A. Yes. 21 Q. Alright. In 29 and 30 on Page 226 -- 22 oh, sorry, 29 and 30 are J&J Baby Powder, correct? 23 A. I believe they were, yes. 24 Q. J&J Baby Powder and medicated powder. 25 And then here's the list again. We</p>

<p style="text-align: right;">Page 18</p> <p>1 can see 131 to 138 are the J&J products, correct?</p> <p>2 A. Yes.</p> <p>3 Q. They all went to ND, non-detect,</p> <p>4 right, from 1972?</p> <p>5 A. On the final version that he's got</p> <p>6 here, the later 1973 report it states non-detect.</p> <p>7 Q. Right. In fact, for most of them --</p> <p>8 here, we can look at them, right.</p> <p>9 So let me go to 181 ND, 82, 83</p> <p>10 question mark, 84, 85 ND, 186 question mark, right?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Oh, let's look at 131 through</p> <p>13 138. Here we go. Here we are. Look, 131, 138</p> <p>14 those are all ND now, correct?</p> <p>15 A. Yes. On this final version, he's</p> <p>16 written what he's written, ND.</p> <p>17 Q. Now, it says, X-ray diffraction,</p> <p>18 right?</p> <p>19 A. Yes.</p> <p>20 Q. Now, you know that he only did the</p> <p>21 X-ray diffraction the one time, correct?</p> <p>22 A. I don't know that, no.</p> <p>23 Q. Okay.</p> <p>24 A. I don't -- I mean, scientists --</p> <p>25 yeah, I've done these sort of things and you often</p>	<p style="text-align: right;">Page 20</p> <p>1 MR. PANATIER: Well, I'll object to</p> <p>2 nonresponsive, your Honor.</p> <p>3 THE WITNESS: Okay.</p> <p>4 THE COURT: The jury will not</p> <p>5 consider that testimony. It's stricken.</p> <p>6 Please answer the question he asked.</p> <p>7 THE WITNESS: I beg your pardon. Ask</p> <p>8 the question again.</p> <p>9 BY MR. PANATIER:</p> <p>10 Q. Yes. You've reviewed all the</p> <p>11 relevant documents in the case, right, you told us</p> <p>12 that yesterday?</p> <p>13 A. I believe I have, yes.</p> <p>14 Q. Okay. So, if you reviewed all the</p> <p>15 relevant documents in the case, I expect that you</p> <p>16 would have reviewed a document dated August 14th,</p> <p>17 1972. And there's two of them. They should be</p> <p>18 right next to each other in your binder, yeah, on</p> <p>19 both of them.</p> <p>20 That one and the next one, yes.</p> <p>21 MR. PANATIER: These will be</p> <p>22 Exhibits 2423 and 2424.</p> <p>23 Q. Have you found those two dated</p> <p>24 August 14, 1972?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 19</p> <p>1 do duplicate or replicates --</p> <p>2 Q. You've done X-ray diffraction?</p> <p>3 A. No, no, with analyses you can do --</p> <p>4 scientists may well do more than one just to check</p> <p>5 the results.</p> <p>6 Q. My question isn't about what you do.</p> <p>7 My question is about what Dr. Lewin did. So</p> <p>8 my question is, did Dr. Lewin do X-ray diffraction</p> <p>9 more than once on these?</p> <p>10 A. I don't know. That's not stated.</p> <p>11 Q. And between 1972 and 1973, what did</p> <p>12 he do that brought him from finding asbestos in some</p> <p>13 of these to non-detect in virtually all of them but</p> <p>14 for 84 where there is a question mark? What did he</p> <p>15 do?</p> <p>16 A. I don't know what he did. I can</p> <p>17 speculate. He checked again with his results. But</p> <p>18 that's no more than speculation.</p> <p>19 Q. Well, you said you've seen all the</p> <p>20 relevant documents in the case, right?</p> <p>21 A. Well, his project was sponsored by</p> <p>22 the Food and Drug Administration.</p> <p>23 MR. PANATIER: I'm going to object to</p> <p>24 nonresponsive.</p> <p>25 Q. The question was --</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. Okay. Let's go to the one -- since</p> <p>2 they have the same date, let's go to the one that</p> <p>3 says, "talc asbestos summary of FDA meeting</p> <p>4 8/11/72," to Dr. R.A. Fuller." Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Okay, good. Now, that is a Johnson &</p> <p>7 Johnson document, do you see it's from W. Nashed to</p> <p>8 R.A. Fuller?</p> <p>9 A. It is, yes.</p> <p>10 MR. PANATIER: Okay. We offer this</p> <p>11 into evidence, Exhibit 2424.</p> <p>12 MS. SULLIVAN: No objection.</p> <p>13 THE COURT: So admitted.</p> <p>14 (Plaintiff's Exhibit 2434 was moved</p> <p>15 into evidence.)</p> <p>16 BY MR. PANATIER:</p> <p>17 Q. This is the document we're looking at</p> <p>18 here, sir. And we know that this is, approximately,</p> <p>19 11 days after Lewin's initial report comes out. So</p> <p>20 they have a meeting with the FDA on 8/11/72, which</p> <p>21 is eight days after the Lewin report is sent to FDA,</p> <p>22 right?</p> <p>23 A. Yes, it's eight days, yes.</p> <p>24 Q. J&J has notice of it pretty quick,</p> <p>25 don't they?</p>

<p style="text-align: right;">Page 22</p> <p>1 A. Well, obviously, yes.</p> <p>2 Q. Okay. So his summary says, "The</p> <p>3 CTFA, FDA and Johnson & Johnson meeting can be</p> <p>4 summarized as follows." And they have a lot of</p> <p>5 stuff. They provided their own data on Shower to</p> <p>6 Shower that they say it is free of chrysotile,</p> <p>7 right?</p> <p>8 A. Yes.</p> <p>9 Q. They say that Dr. Lewin didn't agree</p> <p>10 with McCrone's interpretation of the X-ray data;</p> <p>11 however, he could not satisfactorily explain the</p> <p>12 absence of chrysotile asbestos in the electro</p> <p>13 microscopy grids. He said it may be asbestos</p> <p>14 growing inside the plates on top.</p> <p>15 They summarize a lot of stuff here,</p> <p>16 right?</p> <p>17 A. Yes.</p> <p>18 Q. What they say here is, "On the basis</p> <p>19 of our data, CTFA was able to say that the Lewin</p> <p>20 report is incomplete since it relied only on X-ray</p> <p>21 assay, which must be confirmed by microscopy."</p> <p>22 So what they're saying is, if you're</p> <p>23 going to do X-ray you have to confirm it by optical</p> <p>24 microscopy, correct?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 24</p> <p>1 products?</p> <p>2 A. He claimed he saw -- he observed</p> <p>3 chrysotile. He claimed that, yes.</p> <p>4 Q. Right. And Ian Stewart from McCrone</p> <p>5 said that light microscopy may not detect</p> <p>6 chrysotile, correct?</p> <p>7 A. He stated what he stated.</p> <p>8 Q. Right.</p> <p>9 A. He didn't specify whether it's</p> <p>10 optical light or polarized light. He just uses the</p> <p>11 word light microscopy.</p> <p>12 Q. I didn't ask you what type of light</p> <p>13 microscopy.</p> <p>14 He said light microscopy may not</p> <p>15 detect chrysotile fibers, correct?</p> <p>16 A. Correct.</p> <p>17 Q. And look at what Dr. Weissler for the</p> <p>18 FDA, what he says. "Dr. Weissler said that they</p> <p>19 recognized that some samples will be passed on that</p> <p>20 basis but they are willing to live with that,"</p> <p>21 right?</p> <p>22 A. Well, what is written is what Dr.</p> <p>23 Weissler stated back in 1972.</p> <p>24 Q. Meaning, that they accept that some</p> <p>25 chrysotile will not be seen, correct?</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. Now, let's skip ahead. In 1976</p> <p>2 Johnson & Johnson and the CTFA adopt J4-1, correct,</p> <p>3 which is the industry analytical standard for talc</p> <p>4 and asbestos, right?</p> <p>5 A. It is, yes.</p> <p>6 Q. Okay. That method is XRD and then</p> <p>7 only if there's a positive do you go to optimal</p> <p>8 microscopy, correct?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Yet here in 1972, Johnson &</p> <p>11 Johnson is saying that X-ray assay must be confirmed</p> <p>12 by microscopy, correct?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. "Dr. Schaffner asked Dr. Lewin</p> <p>15 to tell the group what work he proposes to confirm</p> <p>16 his X-ray findings. After some discussion Dr. Lewin</p> <p>17 said that to be able to say that a sample contains</p> <p>18 asbestos, the X-ray results have to be confirmed by</p> <p>19 a light microscopy. If no asbestos tremolite or</p> <p>20 chrysotile is seen, the sample is declared free of</p> <p>21 asbestos. In subsequent discussion, Mr. Ian Stewart</p> <p>22 pointed out that light microscopy may not detect</p> <p>23 chrysotile fibers."</p> <p>24 Now what was the chief type of fiber</p> <p>25 that Dr. Lewin had said was in the Johnson & Johnson</p>	<p style="text-align: right;">Page 25</p> <p>1 A. What Dr. Weissler and FDA stated is</p> <p>2 what he stated.</p> <p>3 Q. Okay. And so he then says, "Dr.</p> <p>4 Schaffner" -- who is at the FDA, is he not?</p> <p>5 A. Yes, he was.</p> <p>6 Q. (Continuing.) "Said that this</p> <p>7 procedure will be adopted in the proposed policy</p> <p>8 statement. He asked if anyone present had any</p> <p>9 toxicological objections to the allowance of</p> <p>10 1 percent weight for weight asbestos and talc. No</p> <p>11 objections were raised"; is that correct?</p> <p>12 A. At that particular meeting, that is</p> <p>13 what is written.</p> <p>14 Q. Johnson & Johnson was at this</p> <p>15 meeting, right?</p> <p>16 A. Yes. I believe they were.</p> <p>17 Q. Right. This is Johnson & Johnson's</p> <p>18 memo of the meeting, correct?</p> <p>19 A. There was a lot of people there. But</p> <p>20 I believe they were there, yes.</p> <p>21 Q. Okay. Well, let's just -- just so we</p> <p>22 are clear, right, CTFA, FDA and Johnson & Johnson</p> <p>23 meeting, right?</p> <p>24 A. Yes.</p> <p>25 Q. They wouldn't call it a Johnson &</p>

<p style="text-align: right;">Page 26</p> <p>1 Johnson meeting if they weren't there?</p> <p>2 A. No, it was a CTFA and a Food and Drug</p> <p>3 Administration meeting.</p> <p>4 Q. You told us yesterday that Johnson &</p> <p>5 Johnson's stated policy is zero tolerance for</p> <p>6 asbestos, correct?</p> <p>7 A. That is the policy, yes.</p> <p>8 Q. Here, Schaffner for the FDA says</p> <p>9 that -- "he asked if anyone present had any</p> <p>10 toxicological objections to the allowance of</p> <p>11 1 percent asbestos in talc. No objections were</p> <p>12 raised," correct?</p> <p>13 A. Well, that's what Dr. Schaffer --</p> <p>14 Schaffner wrote.</p> <p>15 Q. Are you saying that Johnson & Johnson</p> <p>16 did object, but it wasn't recorded?</p> <p>17 A. I don't know. I wasn't there in</p> <p>18 1972.</p> <p>19 Q. If Johnson & Johnson has a zero</p> <p>20 tolerance policy for asbestos, why would they not</p> <p>21 object when the FDA said, we're going to allow</p> <p>22 1 percent asbestos in talc?</p> <p>23 A. I can't answer that. All I can say</p> <p>24 is they had and still have a zero tolerance policy.</p> <p>25 Q. But the reality is outside of what</p>	<p style="text-align: right;">Page 28</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Alright. This one is also by</p> <p>3 Dr. Nashed, right?</p> <p>4 A. Yes.</p> <p>5 Q. August 14th, 1972, correct?</p> <p>6 A. Correct.</p> <p>7 MR. PANATIER: This is Exhibit 2423,</p> <p>8 your Honor. We offer it into evidence.</p> <p>9 MS. SULLIVAN: No objection.</p> <p>10 THE COURT: Admitted.</p> <p>11 (Plaintiff's Exhibit 2423 was moved</p> <p>12 into evidence.)</p> <p>13 BY MR. PANATIER:</p> <p>14 Q. This is Dr. Nashed writing a memo to</p> <p>15 file. We've seen one of these before, right?</p> <p>16 A. We have, yes.</p> <p>17 Q. Okay. This is more of a sort of</p> <p>18 summary of what individual people said, correct?</p> <p>19 A. It appears to be, yes. It's their</p> <p>20 comments at a particular meeting, Food and Drug</p> <p>21 Administration, yes.</p> <p>22 Q. Now, Mr. Merritt was head of the</p> <p>23 CTFA, correct?</p> <p>24 A. I don't know. I don't know at that</p> <p>25 time. He was certainly part of CTFA.</p>
<p style="text-align: right;">Page 27</p> <p>1 they say, they really didn't because we have the</p> <p>2 evidence right here. The FDA has said 1 percent</p> <p>3 will be allowed and no objections were raised; isn't</p> <p>4 that true?</p> <p>5 MS. SULLIVAN: Objection, lawyer</p> <p>6 argument, your Honor.</p> <p>7 THE COURT: Overruled.</p> <p>8 You can answer.</p> <p>9 THE WITNESS: The document states</p> <p>10 what Dr. Schaffner FDA stated, period.</p> <p>11 BY MR. PANATIER:</p> <p>12 Q. And what Johnson & Johnson didn't</p> <p>13 state, an objection, right?</p> <p>14 A. Well, it said no objections were</p> <p>15 raised.</p> <p>16 Q. Let's go down here. "We obtained an</p> <p>17 agreement with Dr. Schaffner and Lewin to allow Ian</p> <p>18 Stewart to interact with Dr. Lewin to resolve the</p> <p>19 differences on Shower to Shower findings."</p> <p>20 Now, Ian Stewart was a consultant to</p> <p>21 Johnson & Johnson, right?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. So that's the first memo from</p> <p>24 that day by Dr. Nashed. If you'll look at the next</p> <p>25 one also dated the same date. Have you found it?</p>	<p style="text-align: right;">Page 29</p> <p>1 Q. Okay. Let's see what Merritt says.</p> <p>2 "It is unfair to select samples at random and</p> <p>3 release information by brand name. This is not an</p> <p>4 industry survey but an industry sampling. If the</p> <p>5 results are in error, the FDA will have to apologize</p> <p>6 later. Also the release of information will cause</p> <p>7 economic hardships."</p> <p>8 Now, it would only cause an economic</p> <p>9 hardship if the information showed that there was</p> <p>10 asbestos in the product, right; if it said it was</p> <p>11 asbestos free, there would be no economic hardship,</p> <p>12 right?</p> <p>13 A. Well, if the information was</p> <p>14 factually correct, right.</p> <p>15 Q. Okay. He suggested that if the FDA</p> <p>16 releases anything it should be by code number. So</p> <p>17 not by brand name, right?</p> <p>18 A. Well, he's written what he's written.</p> <p>19 Q. Okay. Schaffner says, "Our lawyers</p> <p>20 say we have to release the actual names," right?</p> <p>21 A. Again, you're reading what he wrote.</p> <p>22 Q. Okay. Merritt says, "This is not</p> <p>23 legally the case. We reserve the right to legal</p> <p>24 action by the CTFA."</p> <p>25 So they're threatening legal action</p>

<p style="text-align: right;">Page 30</p> <p>1 against the FDA, correct?</p> <p>2 A. Well, they have an opinion and Dr.</p> <p>3 Schaffner had an opinion.</p> <p>4 Q. Okay. Alright. So let's see what</p> <p>5 they say about Dr. Lewin. Dr. Lewin in responding</p> <p>6 to Johnson & Johnson says, "Knowing Johnson &</p> <p>7 Johnson, I repeated my work on Shower to Shower last</p> <p>8 night using stefs scanning. I find that my initial</p> <p>9 result is confirmed," right?</p> <p>10 A. That's what he stated.</p> <p>11 Q. Now, on the Shower to Shower, he</p> <p>12 reported finding asbestos, correct?</p> <p>13 A. He claimed to have found -- he</p> <p>14 claimed to have found chrysotile.</p> <p>15 Q. And he said, "I know these guys, so I</p> <p>16 repeated my work last night. I verified it," right?</p> <p>17 A. Well, that's what he wrote.</p> <p>18 Q. Dr. Nashed from J&J says, "We didn't</p> <p>19 find any asbestos in Shower to Shower," right?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Interestingly, Dr. Schaffner</p> <p>22 says at one point, "I understand that talc can be</p> <p>23 purified to remove asbestos, looking at Nashed."</p> <p>24 And then someone said -- from Whitaker Clark &</p> <p>25 Daniel says, "This cannot be done. The mine must be</p>	<p style="text-align: right;">Page 32</p> <p>1 A. That's what he states -- stated.</p> <p>2 Q. And here he -- that's verified, "The</p> <p>3 light microscopy is not capable of detecting fine</p> <p>4 chrysotile fibers," correct?</p> <p>5 A. That's what he stated.</p> <p>6 Q. Right. Dr. Weissler, "I understand</p> <p>7 that some samples will be passed even though they</p> <p>8 contain such fibers but we are willing to live with</p> <p>9 it," right?</p> <p>10 A. Again, you're reading what he stated.</p> <p>11 Q. Dr. Schaffner from the FDA, "The</p> <p>12 policy will depend on X-ray, which is sensitive to</p> <p>13 more than 1 percent asbestos."</p> <p>14 So X-ray, right, that's XRD, correct?</p> <p>15 A. It is, yes.</p> <p>16 Q. Here they're saying it's sensitive</p> <p>17 only to 1 percent, right?</p> <p>18 A. At the time it was.</p> <p>19 Q. Meaning, if there's asbestos present</p> <p>20 less than 1 percent, it's not going to be seen,</p> <p>21 right?</p> <p>22 A. At that time, that was the case by</p> <p>23 X-ray diffraction.</p> <p>24 Q. Again, does anybody object from a</p> <p>25 toxicological point of view, no objections, right?</p>
<p style="text-align: right;">Page 31</p> <p>1 substantially free of asbestos." And Johnson &</p> <p>2 Johnson agrees with that, correct?</p> <p>3 A. Absolutely, yes.</p> <p>4 Q. Right. If there is asbestos present,</p> <p>5 there's not a process that can remove it all from</p> <p>6 the talc, correct?</p> <p>7 A. Correct.</p> <p>8 Q. Okay. And then Avon says, "We don't</p> <p>9 know if our supply has less than 1 percent of</p> <p>10 asbestos. But this isn't an Avon case."</p> <p>11 Schaffner, "No, I think all samples</p> <p>12 must be confirmed. Lewin finally suggested that the</p> <p>13 samples be examined by light microscopy and if the</p> <p>14 asbestos is not seen, the sample will be declared no</p> <p>15 detectable asbestos."</p> <p>16 Right, that's that "ND" we've seen, correct?</p> <p>17 A. Yes, looking at it by light, yes.</p> <p>18 Q. Notwithstanding the X-ray finding,</p> <p>19 Dr. Stewart -- now, in the previous memo, Dr. Nashed</p> <p>20 says that Dr. Stewart says something about light</p> <p>21 microscopy, correct?</p> <p>22 A. He used the word "light microscopy."</p> <p>23 Q. Right. Dr. Stewart said or Ian</p> <p>24 Stewart said, "Light microscopy may not detect</p> <p>25 chrysotile fibers," correct?</p>	<p style="text-align: right;">Page 33</p> <p>1 A. Well, I wasn't at that meeting.</p> <p>2 Q. The people who were say nobody</p> <p>3 objected to that?</p> <p>4 A. Well, that's what's stated in that</p> <p>5 report.</p> <p>6 Q. Okay. And so industry said, Lewin</p> <p>7 you've got to verify your results, right?</p> <p>8 A. Are you reading from...</p> <p>9 Q. We just went over it on the previous</p> <p>10 document right here. "On the basis of our data,</p> <p>11 CTFA" -- of which Johnson & Johnson was a member,</p> <p>12 correct, sir?</p> <p>13 A. Yes.</p> <p>14 Q. (Continuing.) "Was able to say that</p> <p>15 the Lewin report is incomplete since it relied on</p> <p>16 X-ray only. It has to be confirmed by microscopy,"</p> <p>17 correct?</p> <p>18 A. Correct.</p> <p>19 Q. They insisted upon that, correct?</p> <p>20 A. That's what was written.</p> <p>21 Q. Right. At the same time they know</p> <p>22 that the light microscopy is not capable of</p> <p>23 detecting the chrysotile, right? Correct, sir?</p> <p>24 A. On the previous -- yeah, that's what</p> <p>25 is stated. But on the previous one it uses the word</p>

<p style="text-align: right;">Page 34</p> <p>1 "microscopy." Certainly, by 1972 Johnson & Johnson 2 were using transmission electron microscopy. 3 MR. PANATIER: I'm going to object as 4 nonresponsive. 5 THE COURT: Doctor, could you please 6 just answer the question being asked. 7 THE WITNESS: Yes. 8 THE COURT: Thank you. 9 BY MR. PANATIER: 10 Q. What they used here was not 11 transmission electron microscopy at all, correct? 12 A. Let's go back again. 13 Q. Sir, let me just ask you a question. 14 You said yesterday that you had reviewed all 15 of the relevant documents in the case, correct? 16 A. Yes. 17 Q. I've shown you these documents 18 before, haven't I? 19 A. You have, yes. 20 Q. In person, at your deposition? 21 A. Yes. 22 Q. You know that they're not talking 23 about transmission electron microscopy here, 24 correct? 25 A. Ian Stewart was not talking about</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Okay. 2 A. He didn't have... 3 Q. Again, you have two documents here 4 where Johnson & Johnson is given an opportunity to 5 object to something that is only sensitive to 1 6 percent, right, XRD? 7 A. Yes. 8 Q. Right? 9 A. Yes. 10 Q. And they are given an opportunity to 11 object to using light microscopy but they all accept 12 it, don't they? 13 A. On that part of the phraseology, I, 14 you know, I don't know whether you are going to go 15 on to Page 3 of the... 16 Q. Which one? What do you want to look 17 at? 18 A. Well, it's part of this whole 19 documentation of what was said and what they did, on 20 Page 3, which is top of Page 358. He does talk -- 21 and that's what I was trying to say -- "I suggested 22 he look at a sample by EM." 23 Q. Where are you? 24 A. It's Bates No. ending 3555. 25 Q. I have that. Where are you?</p>
<p style="text-align: right;">Page 35</p> <p>1 transmission electron microscopy, no. 2 Q. What the industry said was, Lewin you 3 have to follow up with light microscopy, correct? 4 A. Would you put that back on the screen 5 so -- 6 Q. I will put it up again, sure. 7 A. I don't want to give a false 8 statement. 9 Q. "Confirmed by microscopy," correct? 10 A. Yeah, that was the point I was trying 11 to make. It said it must be confirmed by 12 microscopy. 13 Q. Yes. And in the discussion they're 14 clearly talking about Lewin doing light microscopy. 15 "In subsequent discussion Ian Stewart pointed out 16 light microscopy may not detect chrysotile fibers. 17 Weissler said they recognize some samples will be 18 passed on that basis but willing to live with it," 19 correct? 20 A. Yes. 21 Q. Okay. We know that Lewin concludes 22 by saying, "I'll do light microscopy. If I don't 23 see it, I'll say non-detect," correct? 24 A. I believe that was what he stated, 25 yes.</p>	<p style="text-align: right;">Page 37</p> <p>1 A. Okay. The penultimate paragraph on 2 the bottom said, "During lunch I discussed with Dr. 3 Lewin" -- and then he goes on to say -- "I suggested 4 he look at our sample by EM." 5 Q. Right. 6 A. And I believe -- that's what I was 7 just trying to say, that they weren't just talking 8 about optical in the discussion. 9 Q. Dr. Nashed invited Dr. Lewin to look 10 at a sample, a sample by EM, not all of his testing. 11 You understand that this entire thing 12 was about all -- confirming, as they say, all of the 13 testing he had done, correct? 14 A. Yes. 15 Q. And it was set to be confirmed, as 16 they put it, by optical microscopy, you understand 17 that, right? 18 A. At that part of the meeting, yes. 19 Q. Dr. Lewin never confirmed his results 20 by EM, correct? 21 A. No -- 22 Q. Okay. 23 A. -- but I was just trying to explain 24 that they did talk about it at that meeting. 25 Q. They talked about all sorts of things</p>

<p style="text-align: right;">Page 38</p> <p>1 at the meeting. But that's what Dr. Lewin was asked 2 to do, was it? 3 MS. SULLIVAN: Objection, your Honor, 4 lawyer argument. 5 THE COURT: Overruled. 6 You can answer it. 7 BY MR. PANATIER: 8 Q. Correct, sir? 9 A. Lewin was asked to look at it by 10 light microscopy. 11 Q. Right. And so, when he comes back in 12 1973 and a bunch of his chrysotile results become 13 question marks or non-detects, right, we have a 14 reasonable explanation as to why, because Ian 15 Stewart from McCrone told us the light microscopy 16 will not resolve the fine chrysotile fibers, 17 correct? 18 A. Again, I'm not -- I mean, you are 19 stating what was stated, correct. 20 Q. Right. 21 A. But I'm not a microscopist, so I 22 don't want to speculate. 23 Q. Ian Stewart was, though? 24 A. Ian Stewart was, yes. 25 Q. Alright. You can set that aside.</p>	<p style="text-align: right;">Page 40</p> <p>1 Q. Okay, yeah. 2 So, to summarize, Lewin does XRD, XRD 3 is only sensitive, according to this report, down to 4 1 percent, correct? 5 A. According to that report. 6 Q. He does get a good number of 7 positives for asbestos, correct? 8 A. He gets positives for amphibole by 9 XRD. 10 Q. Right, right. Then he reports in 11 '72? 12 A. He reports in this -- yes, 13 amphiboles. 14 Q. Eight days later they're meeting with 15 the FDA and they get the FDA to say, you've got to 16 confirm these but you have to do it by a different 17 method optical microscopy, correct? 18 A. Yes. 19 Q. And Johnson & Johnson's own 20 consultant at the meeting says, it's not going to 21 see fine chrysotile, correct? 22 A. Well, that's what he stated at that 23 time. 24 Q. And then the results go to non-detect 25 in the last report, correct?</p>
<p style="text-align: right;">Page 39</p> <p>1 And then Dr. Lewin was -- he wrote a 2 letter to the editor where he said -- he said -- 3 you're familiar with this, right? 4 A. Yes. 5 Q. Right. It's marked 1973. I think 6 this is already in evidence from last week. It's a 7 Defense exhibit. I'll just put it up. 8 Right, we saw this last week where he 9 says, "In the article referred to, I was erroneously 10 quoted as having reported that Johnson & Johnson 11 talcum powder contained 2 to 3 percent asbestos. In 12 actual fact, I reported that 11 of the samples of 13 the products of this company I found no asbestos in 14 nine of the samples and the other two samples fell 15 into the inconclusive category described above. 16 These results are not seriously at variance with 17 those reported by investigators retained by the 18 company." 19 So we're talking about McCrone, Colorado 20 School of Mines, Brown, all those guys, right? 21 A. Yeah, Berger. 22 Q. Berger? 23 A. Professor Pooley. 24 Q. Yes, okay. 25 A. Yeah.</p>	<p style="text-align: right;">Page 41</p> <p>1 A. Well, that's what Dr. Lewin -- 2 Professor Lewin reported. 3 Q. Now, he also said in that meeting, 4 eight days after the initial report that he had 5 confirmed the Shower to Shower report the night 6 before, right? 7 A. That's what he stated. 8 Q. Shower to Shower was sample 84, 9 right? 10 A. Yes. 11 MR. PANATIER: Okay. Okay. Let's 12 look at -- this will be 3695-26. This is a FDA FOIA 13 document, your Honor. 14 THE COURT: Thank you. 15 16 Q. Dr. Hopkins, this here -- 17 MR. PANATIER: Your Honor, we'll 18 offer this into evidence. It's a memo of a meeting 19 August 11, 1972. It's the FDA FOIA response. 20 MS. SULLIVAN: No objection. 21 THE COURT: Admitted. 22 (Plaintiff's Exhibit 3695-26 was 23 moved into evidence.) 24 BY MR. PANATIER: 25 Q. This is the FDA's own memo of their</p>

<p style="text-align: right;">Page 42</p> <p>1 meeting, right?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And you can see that Nashed,</p> <p>4 Rolle, Hammer, Goudie and Stewart are all listed as</p> <p>5 being there for Johnson & Johnson, right?</p> <p>6 A. Yes.</p> <p>7 Q. They have more people there than any</p> <p>8 other company, right?</p> <p>9 A. There are representatives from many</p> <p>10 other companies, yes.</p> <p>11 Q. But they have more people for their</p> <p>12 company than any others did for theirs, right?</p> <p>13 A. Yes, they have a few more, yes.</p> <p>14 Q. I just wanted to see if you agreed</p> <p>15 with this statement. "There was no disagreement</p> <p>16 between FDA industry scientists present at this</p> <p>17 meeting about the potential safety hazard that the</p> <p>18 presence of asbestos in talc containing cosmetic</p> <p>19 product poses to the consumer."</p> <p>20 Johnson & Johnson still agrees today</p> <p>21 that that would pose a danger to the consumer,</p> <p>22 correct, if there was asbestos in consumer talc?</p> <p>23 A. Yes.</p> <p>24 Q. Alright. So let's go to October 27,</p> <p>25 1972. And you probably have four tabs with that</p>	<p style="text-align: right;">Page 44</p> <p>1 starting with 2416?</p> <p>2 MR. PANATIER: 2415, your Honor.</p> <p>3 THE COURT: 15, thank you.</p> <p>4 MR. PANATIER: Yes.</p> <p>5 BY MR. PANATIER:</p> <p>6 Q. And inside he makes very clear what</p> <p>7 they're looking at. He says that, both samples, at</p> <p>8 least, by their characterization contained an</p> <p>9 insignificant amount of tremolite, less than</p> <p>10 5 percent, right?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And we know that these were</p> <p>13 samples 108 and 109T, correct?</p> <p>14 A. Yes.</p> <p>15 Q. And McCrone -- now, we've heard a lot</p> <p>16 about McCrone. I think you have said they're</p> <p>17 world-renowned. They were head of the game. They</p> <p>18 knew what they were doing with microscopy, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And they say here, the total</p> <p>21 tremolite content of the two samples would be,</p> <p>22 approximately, .5 percent for 108T and about .2 to</p> <p>23 .3 percent for 109T, correct?</p> <p>24 A. Yes.</p> <p>25 Q. And they say in their conclusion, "A</p>
<p style="text-align: right;">Page 43</p> <p>1 date. And they're all related.</p> <p>2 (There is a discussion off the</p> <p>3 record.)</p> <p>4 MR. PANATIER: Alright. So these</p> <p>5 will be Exhibits 2415, 2416, which are both in --</p> <p>6 I'm sorry -- yeah, 2416, 2415 is already in</p> <p>7 evidence. 2419 is already in evidence and then</p> <p>8 2417. So 2416 and 2417 we'll offer into evidence.</p> <p>9 MS. SULLIVAN: No objection.</p> <p>10 THE COURT: So admitted.</p> <p>11 (Plaintiff's Exhibit 2416 was moved</p> <p>12 into evidence.)</p> <p>13 (Plaintiff's Exhibit 2417 was moved</p> <p>14 into evidence.)</p> <p>15 BY MR. PANATIER:</p> <p>16 Q. Now, Dr. Hopkins, if you'll turn to</p> <p>17 -- yeah. Yeah, that's a good place to start.</p> <p>18 That is dated October 27, 1972,</p> <p>19 right?</p> <p>20 A. Yes.</p> <p>21 Q. And this is McCrone's analysis of</p> <p>22 Lewin's Johnson's Baby Powder, correct?</p> <p>23 A. It is, yes.</p> <p>24 Q. Okay.</p> <p>25 THE COURT: For the record, you're</p>	<p style="text-align: right;">Page 45</p> <p>1 detailed examination of two samples of Johnson &</p> <p>2 Johnson's Baby Powder 108T and 109T has shown this</p> <p>3 material to be substantially free of asbestiform</p> <p>4 minerals."</p> <p>5 Now, "substantially free" doesn't mean all</p> <p>6 free, does it?</p> <p>7 A. No. You're reading what is written.</p> <p>8 I'm not going to speculate on what they meant by</p> <p>9 "substantially free."</p> <p>10 Q. Well, if it was free, they would say</p> <p>11 "free," wouldn't they?</p> <p>12 A. They may do.</p> <p>13 Q. Right.</p> <p>14 A. They may do.</p> <p>15 Q. And, in fact, the very next line they</p> <p>16 say, a few tremolite rods were observed in both</p> <p>17 samples at a level less than .5 percent, right?</p> <p>18 A. Tremolite rods.</p> <p>19 Q. Right?</p> <p>20 A. Yes.</p> <p>21 Q. They say, "substantially free of</p> <p>22 asbestiform minerals" and then they describe what</p> <p>23 they found in the very next sentence.</p> <p>24 A. As tremolite rods.</p> <p>25 Q. Are you saying that that's different</p>

<p style="text-align: right;">Page 46</p> <p>1 than asbestiform minerals that they say in the 2 sentence right before that, sir? 3 A. No, tremolite rods are not 4 asbestiform. 5 Q. Where do you get -- are you a trained 6 geologist? 7 A. I've read so much of those, thousands 8 of documents, that's where I've gained that 9 information. 10 Q. Let's just see here. 11 So I want you to tell me -- 12 MR. PANATIER: You know what, your 13 Honor, permission for the witness to step down to 14 the chart. 15 THE COURT: Sure. 16 BY MR. PANATIER: 17 Q. And choosing any color you like, sir, 18 can you draw what you believe a rod looks like. 19 Show us a rod. 20 A. It looks like my pen. 21 Q. Okay. So go ahead and draw it since 22 you're down here. 23 A. (The witness complies.) 24 Q. Okay. Thank you. 25 A. That's it.</p>	<p style="text-align: right;">Page 48</p> <p>1 There's my drawing of a fiber. 2 Now what's the difference between my 3 fiber and your rod? 4 A. This is where we get into the 5 expertise that are required from a microscopist to 6 explain the difference between a fibrous form of -- 7 for asbestos or the non-fibrous form of tremolite or 8 those materials. 9 Q. What we have here from McCrone is 10 McCrone says it's "substantially free," which means 11 it's not free of asbestiform minerals, correct? 12 A. What is written is what is written. 13 It says, "substantially free of asbestiform 14 minerals." 15 Q. If I draw a circle and I -- say it's 16 substantially colored in, it means it's not all the 17 way colored in, correct? 18 A. You know, I'm not going to speculate 19 on what McCrone wrote long ago. 20 Q. Hold on. I'm just talking about my 21 circle right now. 22 A. Okay. You can talk about your 23 circle. 24 Q. Okay. So, if -- because we're just 25 trying to get your understanding straight, sir.</p>
<p style="text-align: right;">Page 47</p> <p>1 Q. That's very good. That's very good. 2 Did you go to art school? 3 And we're going to put -- I'll put 4 "rod" here; is that okay? 5 A. Yes. 6 Q. Okay. Okay. I'm sorry I got you 7 down here to just draw one line. But now we know 8 what we're talking about. 9 A. That's okay. Now we know what we are 10 talking about. Like I said, it looks like my pen. 11 Q. Now, we know it was tremolite, right? 12 A. Yes. 13 Q. And we know that Johnson & Johnson's 14 definition of a fiber is something that is 3-to-1 or 15 longer, correct? 16 A. A fiber? 17 Q. That's correct. 18 A. Yes, yes. 19 Q. What you drew is certainly 3-to-1 or 20 longer. It's about probably a hundred-to-1, isn't 21 it? 22 A. That particular drawing is a rod, 23 which is not microscopically described as fibrous or 24 fibrous. 25 Q. I'm going to draw a fiber; there.</p>	<p style="text-align: right;">Page 49</p> <p>1 So, if I substantially color in the 2 circle, I haven't colored in the entire circle, have 3 I? 4 A. No. But you're talking about 5 circles. 6 Q. Can we agree that it's substantially 7 colored in? 8 A. Again, it's -- you're playing word 9 games. It is substantially colored in, not entirely 10 colored in. 11 Q. I don't think I'm the one playing 12 "word games," sir. 13 A. It's not entirely colored in. 14 MS. SULLIVAN: Lawyer argument. 15 Q. Can you just answer my question? 16 THE COURT: Excuse me. Not more than 17 one person at one time please, for the record. 18 The question, please. 19 BY MR. PANATIER: 20 Q. The question is, sir, with regard to 21 the circle, so we can try to get our bearings and be 22 on the same ground, would you agree that it's 23 substantially colored in? 24 A. If you are describing the circle, 25 yes.</p>

<p style="text-align: right;">Page 50</p> <p>1 Q. Okay. Which means that part of it, 2 this little part down here, is not colored in, 3 right? 4 A. The circle is not fully colored in. 5 Q. What "substantially" means, is that 6 most of, but not all. Can we agree with that 7 working definition of "substantial"? 8 A. In relation to the circle, yes. 9 Q. Okay. Now, let's take that same 10 definition and let's apply it to what McCrone said. 11 They said "substantially free," which means most but 12 not all. Can we agree that that's what that means? 13 A. Again, I'm not going to speculate 14 what Ian Stewart wrote in 1970, whatever it was, as 15 to what he meant. 16 Q. I -- 17 A. He wrote what he's spoken, "not 18 substantially free." 19 Q. I'm sorry, sir. 20 I'm asking you whether or not we can 21 just apply plain English to the word 22 "substantially." Can we do that together? 23 MS. SULLIVAN: Objection, your Honor. 24 It's lawyer argument. 25 THE COURT: Overruled.</p>	<p style="text-align: right;">Page 52</p> <p>1 report, right? 2 A. Yes. 3 Q. And this is now in evidence. You can 4 see this is 2416. 5 This says "McCrone study being 6 redone," right? 7 A. Yes. 8 Q. If you turn to the other side of it, 9 it says, October 27, 1972. "Here is our report on 10 the baby samples. I hope to have the Shower to 11 Shower report out to you soon. But something always 12 seems to break lose when I sit down to write it." 13 Okay. 14 Someone there at J&J says, it's being 15 redone, right? 16 A. Yes. 17 Q. And then there's addition, I guess, 18 once it comes in. It says, new one is in the Master 19 talc file, right? 20 A. Yes. 21 Q. Where was the old one put? 22 A. Well, the old one we just looked at. 23 Q. Yeah, right. It's present in the 24 courtroom right now. But did they not put it in the 25 Master talc file?</p>
<p style="text-align: right;">Page 51</p> <p>1 You can answer. 2 A. We can apply "substantially free" and 3 that is what McCrone wrote. 4 Q. It doesn't say all free or asbestos 5 free, does it? 6 A. What it says is what it says, 7 "substantially free." 8 Q. And if we -- we know that according 9 to Johnson & Johnson's own definition of fiber, it 10 is a particle of one of the six regulated minerals, 11 right? 12 A. Yes. 13 Q. That is greater than or equal to 14 3-to-1, right? And that's from JM -- I'm sorry, TM. 15 And that has a J. TM7024, right? 16 A. On that particular definition, right. 17 Q. That's their TEM definition for 18 asbestiform fibers, right? 19 A. On their particular four-line 20 definition, yes. 21 Q. Now, we know that this report was 22 changed, correct? 23 A. It was revised when it was 24 re-evaluated, yes. 25 Q. Because it says, do not use this</p>	<p style="text-align: right;">Page 53</p> <p>1 A. I don't see why they wouldn't. 2 Q. This was not sent to the FDA, 3 correct? 4 THE COURT: For the record, when you 5 say, "this was not sent to the FDA"? 6 MR. PANATIER: Thank you, your Honor. 7 BY MR. PANATIER: 8 Q. Exhibit 2415. The one that says, "do 9 not use this report," correct? 10 A. I don't know. 11 Q. Exhibit 2419 was sent to the FDA, 12 correct? 13 A. I believe so, yes. 14 Q. Okay. Now, let's look at -- this is 15 the revised report, correct? 16 A. Yes. 17 Q. Now -- 18 A. They repeat -- they did the study 19 again. 20 Q. Here now it says, "both samples 21 contain an insignificant amount of tremolite," 22 right? 23 A. Yes. 24 Q. In the first version it says, 25 "insignificant amount," and they give the</p>

<p style="text-align: right;">Page 54</p> <p>1 percentage, correct?</p> <p>2 A. On the first version they claimed a</p> <p>3 percentage, on the --</p> <p>4 Q. Now, they say --</p> <p>5 A. -- on the second version. They</p> <p>6 dropped the word "percentages" and simply stated --</p> <p>7 well...</p> <p>8 Q. A few isolated crystals?</p> <p>9 A. Oh, in the conclusion, they say</p> <p>10 almost exactly the same thing. Are we...</p> <p>11 Q. That's fine. I was looking at the</p> <p>12 front, but we can go to the conclusion. Here's the</p> <p>13 conclusion from the first version, right?</p> <p>14 A. Yes.</p> <p>15 Q. Observed in both samples of less than</p> <p>16 5 percent -- .5 percent, correct?</p> <p>17 A. Less than 0.5, yes.</p> <p>18 Q. And then they take that out in the</p> <p>19 second one and say, "a few tremolite rods were</p> <p>20 observed in both samples," correct?</p> <p>21 A. Yes. They say almost the same thing,</p> <p>22 substantially free of asbestiform minerals --</p> <p>23 MR. PANATIER: I'm going to object to</p> <p>24 nonresponsive.</p> <p>25 THE WITNESS: Yes, correct.</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. Okay. So this is McCrone. The best</p> <p>2 lab in the world, we've heard?</p> <p>3 A. They did the study twice.</p> <p>4 Q. Well, that's what they say they did,</p> <p>5 right?</p> <p>6 A. Yeah.</p> <p>7 Q. Okay.</p> <p>8 A. They did it again.</p> <p>9 Q. If you do a study again, you have a</p> <p>10 new study, don't you?</p> <p>11 A. Yes.</p> <p>12 Q. But we don't have a new study here,</p> <p>13 do we?</p> <p>14 A. Well, they're two separate studies</p> <p>15 that came in on separate times.</p> <p>16 Q. Are they?</p> <p>17 A. Well, they're both separate.</p> <p>18 Q. Because it seems to me like there's</p> <p>19 two versions and the second one is backdated to the</p> <p>20 first, is it not?</p> <p>21 A. The second one they didn't change the</p> <p>22 front page date. But they're two separate reports.</p> <p>23 Q. They replaced the report. If it was</p> <p>24 two separate reports, right, you wouldn't say, don't</p> <p>25 use this report, you would have two separate</p>
<p style="text-align: right;">Page 55</p> <p>1 THE COURT: Overruled.</p> <p>2 THE WITNESS: Correct.</p> <p>3 BY MR. PANATIER:</p> <p>4 Q. Sir, look under "light microscopy."</p> <p>5 Do you see there under "light microscopy"? You can</p> <p>6 either look on the board, if you want, it might be</p> <p>7 easier.</p> <p>8 A. No, I can see it.</p> <p>9 Q. In the revised version they say --</p> <p>10 let's see -- "presence of tremolite and a few</p> <p>11 individual crystals were found, some rod shaped,"</p> <p>12 right?</p> <p>13 A. Yes.</p> <p>14 Q. In the original, they actually give</p> <p>15 the percentages in each product, correct?</p> <p>16 A. Yes. On the second version they did</p> <p>17 it again and weren't able to confirm the</p> <p>18 percentages. They still stated that they found</p> <p>19 tremolite rods.</p> <p>20 Q. And they even sent in a letter to J&J</p> <p>21 saying, "here's our revised thinking, we couldn't</p> <p>22 confirm our percentages," right?</p> <p>23 A. Yes, they checked again and they</p> <p>24 could still see tremolite rods but could not confirm</p> <p>25 percentages.</p>	<p style="text-align: right;">Page 57</p> <p>1 reports, correct, sir?</p> <p>2 A. Who is "they"? Who wrote, "do not</p> <p>3 use this report"?</p> <p>4 Q. Sir, Johnson & Johnson wrote "do not</p> <p>5 use this report." You know that.</p> <p>6 A. Well, I don't know that. But someone</p> <p>7 wrote it.</p> <p>8 What I'm saying is that, you asked</p> <p>9 the question, were there are two separate reports,</p> <p>10 yes.</p> <p>11 Q. But this isn't two separate reports.</p> <p>12 It's represented to be the same report.</p> <p>13 Are they both titled "Examination of Johnson</p> <p>14 & Johnson's Baby Powder"?</p> <p>15 A. They are.</p> <p>16 Q. Are they both dated 27 October '72?</p> <p>17 A. They are.</p> <p>18 Q. Okay. And they both are reporting on</p> <p>19 the exact same two samples, 108 and 109T, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And then one they're told, do not</p> <p>22 use, right?</p> <p>23 A. Yes. They did a second version, a</p> <p>24 second review, a second study, and issued a second</p> <p>25 report.</p>

<p style="text-align: right;">Page 58</p> <p>1 Q. It's the same report, just backdated 2 to replace the first. In fact, that's what these 3 words say, is it not? 4 MS. SULLIVAN: Objection, your Honor, 5 lawyer argument. 6 THE COURT: Objection overruled. 7 You can answer. 8 A. Sorry. I missed the question there. 9 Q. It's the same report to be replaced 10 by the first. In fact, it even says replaced by 11 another version. It's not a -- this is not a second 12 report, is it? 13 A. It depends on how you define "second 14 report." There are two reports here, this one and 15 this one. 16 Q. You know the do not the use -- 17 A. Yes. 18 Q. -- stayed at Johnson & Johnson and 19 you know the second one to the FDA, right? 20 A. The second one went to the FDA based 21 on a second study. 22 Q. If you'll go to the next document 23 dated 10/27. That's it. That's it. You've got it. 24 A. Okay. 25 Q. That's Exhibit 2417. It's two-sided,</p>	<p style="text-align: right;">Page 60</p> <p>1 Q. And just because you said "trace," 2 going back to Battelle, we know that it appeared 3 anywhere from trace up to 3 percent, right? 4 A. On some of those early Battelle 5 studies. 6 Q. Right. We'll put that in the inbox. 7 Now, because we had that revised 8 report that was backdated -- and it was backdated, 9 was it not? 10 A. I don't know. They both carry the 11 same date. 12 Q. Right. Even though -- even though 13 the second version came later than October 27th, 14 correct? 15 A. I don't know when the second 16 version -- they both carry the same dates, but there 17 was -- they were -- the second report was a repeat 18 of the experiments. 19 Q. Johnson & Johnson actually took 20 liberty to revise reports of its consultants for 21 them, did it not? 22 A. Revise, I'm not aware of revising. 23 You'd need to show me what you're talking about. 24 Q. I will. This is Exhibit 2848. And, 25 sir, it is under the Tab 1976, June 2nd. It's</p>
<p style="text-align: right;">Page 59</p> <p>1 okay. On the one side it says, "revise report just 2 received," right? 3 A. Yes, uh-huh. 4 Q. And on the other side there's a note 5 from Nashed to Dr. Goudie, right? 6 A. Yes. 7 Q. And Nashed says, "I thought tremolite 8 was mistakenly identified in view of similarity to 9 sodium sesquihydrate," another chemical, correct? 10 A. Yes. 11 Q. And Al Goudie writes back, "There are 12 trace quantities present confirmed both by McCrone 13 and Bill Ashton." 14 Now, Bill Ashton was Johnson & Johnson, 15 right? 16 A. Yeah. 17 Q. "Levels are extremely low but 18 occasionally can be detected optically." This is 19 not new, right? 20 A. Yes. 21 Q. And you and I know the issue of 22 tremolite in the baby powder was not new; it was 23 quite old by this point, correct? 24 A. Yes. This could be trace tremolite, 25 yes.</p>	<p style="text-align: right;">Page 61</p> <p>1 probably in the third binder is going to be my 2 guess. Let me help you. Yeah, it will be right 3 there. There it is right there. Got it? 4 A. (No response.) 5 Q. Okay. 6 THE COURT: What was the date on 7 that? 8 MR. PANATIER: June 2nd, 1976. 9 BY MR. PANATIER: 10 Q. Okay. Sir, if you could turn -- 11 there's some handwriting on the cover of that 12 document, right -- 13 A. Yes. 14 Q. -- on the first page? 15 And then there's a report on the second page 16 dated June 2nd, 1976. Do you see that? 17 A. Yes. 18 Q. Okay. And that is a letter from Gene 19 Greiger to Walter McCrone, correct -- or to, I'm 20 sorry, to Johnson & Johnson, correct? 21 A. Yes. Yeah. 22 MR. PANATIER: We offer this into 23 evidence, your Honor. 24 MS. SULLIVAN: No objection. 25 THE COURT: So admitted.</p>

<p style="text-align: right;">Page 62</p> <p>1 (Plaintiff's Exhibit 2848 was moved 2 into evidence.) 3 BY MR. PANATIER: 4 Q. So let's turn to the second page that 5 has -- 6 THE COURT: I'm sorry. And what's 7 the marking on this? 8 MR. PANATIER: Yes, your Honor, this 9 is 2848. 10 THE COURT: Thank you. 11 BY MR. PANATIER: 12 Q. So let's turn to the second page 13 which is the sample. And this is just a sample that 14 was run by McCrone. They sent their results to J&J, 15 right? 16 A. Yes. 17 Q. Okay. And they're looking at a talc 18 sample. I don't think they identify what the 19 samples are. 20 A. No. 21 Q. But you can see there's some detail 22 in the middle paragraph about those samples. They 23 found some talc ribbons. They said found one fiber 24 which was not asbestiform, probably talc and they 25 summarized their results, right?</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. They generated a report for Johnson & 2 Johnson. Somehow Bill Ashton finds out about it, 3 tells them to delete the second paragraph, correct? 4 A. Well, I'm not going to speculate 5 what -- any chain of events. 6 Q. Well, it says it right there, right? 7 A. This document says nothing more than 8 what it says. 9 Q. Don't you agree it's pretty clear, 10 note from Bill Ashton, "About 6-2-76 reports, delete 11 second paragraph, first and third okay"? That seems 12 pretty clear to me. 13 A. Yeah, whether that actually happened, 14 I don't know. 15 Q. I do. So let's go to the next 16 document. It's dated -- go to August 18, 1976. Let 17 me see. Actually, it may have the same date. It 18 may have the same date. Yes, it's this one right 19 here. Sorry. 20 This is dated August 18, 1976, 21 correct? 22 A. Yes. 23 Q. It's from Gene Grieger to Johnson & 24 Johnson to Bill Ashton? 25 MS. SULLIVAN: May I have a copy,</p>
<p style="text-align: right;">Page 63</p> <p>1 A. Yes. 2 Q. Okay. And then they -- on the next 3 pages they take photomicrographs, they take 4 pictures? 5 A. They do. 6 Q. Was McCrone an independent company? 7 A. Yes. 8 Q. Right. Could they be influenced by 9 Johnson & Johnson? 10 A. I don't believe so. 11 Q. There's some of the -- there's some 12 of the pictures they sent along. 13 Now, let's go to the cover, right? 14 You see the front page, "note from Bill Ashton"? 15 Now he's Johnson & Johnson, right? 16 A. Yes. 17 Q. Okay. I'll put our list of folks up 18 here. "About 6-2-76 reports, delete second 19 paragraph, first and third only," right? Right? 20 Signed "Gene," that's Gene Grieger, right? 21 A. Yes. 22 Q. And then there's a note that says, 23 "done," right? 24 A. That's what it says, here, yes, 25 handwritten.</p>	<p style="text-align: right;">Page 65</p> <p>1 Counsel? 2 MR. PANATIER: Oh, I'm so sorry. 3 Here it is. Yeah, here you go. That's yours. 4 Sorry. 5 BY MR. PANATIER: 6 Q. It's Exhibit 2849. Have you had a 7 chance to look at that? 8 A. Yes. 9 Q. Okay. And it has the Johnson & 10 Johnson Bates Stamp on it, correct? 11 A. Yes. 12 MR. PANATIER: We offer this into 13 evidence, your Honor. 14 MS. SULLIVAN: No objection, your 15 Honor. 16 THE COURT: Admitted. 17 (Plaintiff's Exhibit 2849 was moved 18 into evidence.) 19 BY MR. PANATIER: 20 Q. So here's the report. You see where 21 it says, "using TEM we examine 13 samples of talc 22 for asbestiform minerals submitted with your letter 23 dated 5, April '76"? 24 A. Yes. 25 Q. And this they were designated 1976 1</p>

<p style="text-align: right;">Page 66</p> <p>1 through 13 --</p> <p>2 A. Yes.</p> <p>3 Q. -- right?</p> <p>4 Now, let's go to the original report. Do</p> <p>5 you see the paragraph here? It's the identical</p> <p>6 first paragraph.</p> <p>7 A. Yes.</p> <p>8 Q. And then the middle paragraph is</p> <p>9 gone, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And the conclusions, the conclusions</p> <p>12 are...</p> <p>13 A. The same.</p> <p>14 Q. The same?</p> <p>15 A. Didn't find any asbestiform minerals.</p> <p>16 Q. Right. But per Johnson & Johnson's</p> <p>17 instruction, they deleted the entire middle part of</p> <p>18 their report, right?</p> <p>19 A. Well, both --</p> <p>20 Q. Sir, can you answer the question,</p> <p>21 please?</p> <p>22 A. Yes. I mean, the second version</p> <p>23 which came two months later is a condensed version,</p> <p>24 yes.</p> <p>25 Q. Sir, here's my question --</p>	<p style="text-align: right;">Page 68</p> <p>1 & Johnson to delete the second paragraph?</p> <p>2 A. Yeah, I don't know.</p> <p>3 Q. Because this one has the Johnson &</p> <p>4 Johnson Bates Stamp, right?</p> <p>5 A. Yes.</p> <p>6 Q. Either way, wherever I got it --</p> <p>7 MS. SULLIVAN: Your Honor, just for</p> <p>8 completeness, if Counsel can show the second page of</p> <p>9 the document with the Johnson & Johnson Bates Stamp</p> <p>10 on it.</p> <p>11 THE COURT: Counsel.</p> <p>12 MR. PANATIER: Sure.</p> <p>13 Second page of this one?</p> <p>14 MS. SULLIVAN: Right here.</p> <p>15 MR. PANATIER: That's not a Johnson &</p> <p>16 Johnson's Bates Stamp.</p> <p>17 BY MR. PANATIER:</p> <p>18 Q. That -- JOJOMA2546 is the McCrone</p> <p>19 Bates Stamp. But, anyway, you see the Bates Stamp</p> <p>20 and there's the J&J Bates Stamp?</p> <p>21 Bottom line is, wherever I got it --</p> <p>22 THE COURT: Excuse me.</p> <p>23 MR. PANATIER: I'm sorry.</p> <p>24 MS. SULLIVAN: Your Honor, I just --</p> <p>25 THE COURT: Counsel, let's have a</p>
<p style="text-align: right;">Page 67</p> <p>1 A. So the answer is, yes.</p> <p>2 Q. Yes. Johnson & Johnson told them to</p> <p>3 delete a paragraph and they did it and they reissued</p> <p>4 their report, right?</p> <p>5 A. Well, there are two reports.</p> <p>6 Q. And this is Bill Ashton, right, to</p> <p>7 Bill Ashton and it was Bill Ashton who called and</p> <p>8 said, "delete the second paragraph," right?</p> <p>9 A. Yes. He's, obviously, wanted a</p> <p>10 condensed version, a shortened version.</p> <p>11 Q. Maybe he was into speeding things up.</p> <p>12 But it resulted in a lot of information being taken</p> <p>13 out, correct?</p> <p>14 A. But both versions are here. There's</p> <p>15 nothing -- no one is hiding it.</p> <p>16 Q. No one is hiding it?</p> <p>17 A. No, both versions are here.</p> <p>18 Q. Did Johnson & Johnson give me this</p> <p>19 document, do you know?</p> <p>20 A. Where else? Yes.</p> <p>21 Q. Do you know if I had to go to McCrone</p> <p>22 to get it?</p> <p>23 A. I believe you got this from Johnson &</p> <p>24 Johnson.</p> <p>25 Q. You think I got this one from Johnson</p>	<p style="text-align: right;">Page 69</p> <p>1 discussion at sidebar.</p> <p>2 (Sidebar.)</p> <p>3 THE COURT: I have no issue with</p> <p>4 discussions at Counsel table, but they're little bit</p> <p>5 too loud and they're getting picked up. Okay.</p> <p>6 MS. SULLIVAN: I object to the</p> <p>7 misrepresentation. It says "JOJ" on it.</p> <p>8 THE COURT: Hold on, hold on. And</p> <p>9 what's your response?</p> <p>10 MR. PANATIER: My response is she's</p> <p>11 wrong. These are from McCrone. I can prove it.</p> <p>12 I've got affidavits. For her to say these are</p> <p>13 J&J's, well, she just doesn't know her documents.</p> <p>14 It's patently clear.</p> <p>15 THE COURT: Okay. Well, are you</p> <p>16 going to do that?</p> <p>17 MR. PANATIER: I can -- if there is</p> <p>18 an allegation or a reason to present to the Jury</p> <p>19 that this is from McCrone instead of J&J, I'm happy</p> <p>20 to do it. I'll do it right now.</p> <p>21 THE COURT: I think you should.</p> <p>22 MR. PANATIER: Okay. I will do it.</p> <p>23 THE COURT: Okay.</p> <p>24 (Sidebar ends.)</p> <p>25 BY MR. PANATIER:</p>

<p style="text-align: right;">Page 70</p> <p>1 Q. Just so we can be clear on where 2 these documents come from. You see that Bates Stamp 3 JOJOMA2546, right? 4 A. Yes. Yes. 5 Q. I'm just going to show the Court an 6 affidavit from McCrone. Do you see that, "My name 7 is David Wiley. I am of sound mind" -- 8 MS. SULLIVAN: Your Honor, I'm going 9 to object because I haven't been shown the 10 affidavit. I don't know what he's putting on the 11 screen. 12 MR. PANATIER: She just asked me to 13 do it. 14 MS. SULLIVAN: The practice is 15 usually to show it to -- 16 THE COURT: Show it to Counsel. 17 MS. SULLIVAN: No objection, your 18 Honor. 19 THE COURT: Continue. 20 BY MR. PANATIER: 21 Q. You see how this says, "I'm David 22 Wiley. I am one of the custodians of records from 23 McCrone & Associates." Do you see that? 24 A. Yes. 25 Q. It says that they were served with a</p>	<p style="text-align: right;">Page 72</p> <p>1 record.) 2 Q. In fact, 2546 on the document I 3 showed you, do you see that? 4 A. Yes. 5 Q. It's right here 2546? 6 A. Yes. 7 Q. And it say there's 1,561 pages in the 8 sequence, right? 9 A. Yes. 10 Q. And this is number 1,410, right? 11 A. Yes. 12 Q. This came from McCrone -- 13 A. Okay. 14 Q. -- right, not Johnson & Johnson? 15 A. Okay. 16 Q. But going back to my point which 17 wasn't about where it came from. 18 My point is even if this stayed in 19 Johnson & Johnson's files, right, the report that 20 was ultimately generated was missing the middle 21 paragraph per Johnson & Johnson's instructions; is 22 that right? Can we agree on that? 23 A. The report was ultimately generated, 24 did not include the middle paragraph. 25 Q. Alright. Do you know how many other</p>
<p style="text-align: right;">Page 71</p> <p>1 subpoena to produce documents. Do you see that? 2 A. Yes. 3 Q. These are kept, it says, in response 4 to the subpoena and we produced records to 5 Plaintiffs identified in the attached Exhibit 1. 6 These are kept by McCrone in the regular course of 7 business and so on and so on. Do you see that? 8 A. Yes. 9 Q. Signed April 23, 2018, right? 10 A. Yes. 11 Q. Okay. And attached to this affidavit 12 are a list of documents, right, from McCrone? You 13 see those Bates Stamps? 14 A. Yes. 15 Q. They have ones related to Cyprus, 16 Engelhard, Imerys, Johns Manville and Johnson & 17 Johnson, right? 18 A. Yes. 19 Q. And do you see here, the Johnson & 20 Johnson ones that McCrone produced are all with that 21 "JOJOMA" and then a number as you get down to the 22 possession of documents? 23 A. Yes. 24 Q. Okay. 25 (There is a discussion off the</p>	<p style="text-align: right;">Page 73</p> <p>1 reports generated by its consultants, these 2 apparently independent people that's been said, how 3 many more were altered by Johnson & Johnson? 4 A. None that I know of. 5 Q. Okay. Let's talk about FDA testing 6 of the Lewin samples, okay. This is already in 7 evidence. It's Exhibit 2617. 8 Thank you. 9 We discussed some of this last week 10 with Dr. Weber, okay. So the Jury has already seen 11 this. It's in evidence. 12 Sir, you and I have been over -- if 13 you'll take a look at the board -- you and I have 14 been over this document before. 15 This is the FDA testing of the Lewin 16 samples, correct? 17 A. Yes. 18 Q. Okay. And we're going to talk about 19 sample 84. The FDA found tremolite asbestos in 20 sample 84, correct? 21 A. Well, do we have the document in here 22 I can look at? 23 Q. Yeah, of course. So it will be dated 24 -- it should be dated 1973. Because it covers a 25 range of dates, so we just put the year. And if I</p>

<p style="text-align: right;">Page 74</p> <p>1 can -- do you mind if I help you find it, because I 2 know what it looks like. 3 A. Yeah. It's in the binder. 4 Q. Okay. It probably is, yeah. Here it 5 is. There you go. 6 So, sir, if you will turn please to 7 the page at the top marked 670 -- you know what, I 8 think of a lot them are marked 679. It's not the 9 page number. It's the -- again, we have this issue 10 of the FDA not numbering pages. It's about the 11 fifth page in, sir. Have you found that? 12 A. Yes. 13 Q. Okay. Okay. So we know sample 84, 14 because we just talked about it with Lewin, was 15 Shower to Shower, right? 16 A. Yes. 17 Q. And we know that the FDA confirmed 18 that there was tremolite actinolite in sample 84, 19 true? 20 A. Tremolite actinolite, yes. 21 Q. Right? It says it right there. It 22 says that, sample 84 contained a 107 fibers of 23 tremolite actinolite per gram, right, or per 24 milligram? 25 A. Yes, tremolite actinolite, yes.</p>	<p style="text-align: right;">Page 76</p> <p>1 Johnson's definitions, if it's fibrous, right, 2 fibrous versions of the amphiboles including 3 tremolite it's asbestos, right? 4 A. If it's in the fibrous form, it could 5 be asbestos. 6 Q. Okay. And he found -- 7 A. They tested in the fibrous form as 8 opposed to a fiber. 9 Q. Okay. And by light microscopy he 10 found 107 of them, right? 11 A. He found 107 fibers, yes. 12 Q. Fibers, right? 13 A. But he doesn't say they're asbestos 14 fibers. He doesn't describe them as fibrous, which 15 would make them asbestos, according to the J4-1 16 definition. 17 Q. According to the industry definition 18 that came out three years after this, right? 19 A. It's a microscopic -- microscopist 20 definition to -- if you're going to describe 21 asbestos -- 22 MR. PANATIER: I'm going to object to 23 nonresponsive. Move to strike. 24 MS. SULLIVAN: Your Honor, I'm going 25 to object to interrupting his answer. That was</p>
<p style="text-align: right;">Page 75</p> <p>1 Q. Okay. And you and I can do the 2 simple math on this, right? There are -- if it's 3 107 fibers -- by the way, 107 fibers would be 4 fibrous, can we agree? 5 A. No, we can't agree unless you own a 6 microscope. 7 Q. We can't agree that 107 fibers is not 8 fibrous, sir? Are we still having this argument? 9 A. Yes. 10 Q. Okay, alright. 11 107 fibers in a milligram, right? 12 A. Yes. 13 Q. A milligram -- how many milligrams 14 are there in a gram? 15 A. A thousand. 16 Q. There's a thousand. 17 So, if we wanted to know what it is per 18 gram, we have to multiply this times a thousand, 19 correct? Do we want to know what it is per gram? 20 A. Yeah, 107,000. 21 Q. And it's tremolite, right, tremolite 22 actinolite, right? 23 A. Yes. It doesn't say asbestos. It's 24 just described as tremolite actinolite. 25 Q. Okay. Well, according to Johnson &</p>	<p style="text-align: right;">Page 77</p> <p>1 responsive. 2 THE COURT: I'm going to strike that 3 response and instruct the witness to please listen 4 to the question being asked and only answer that 5 question. 6 One more time. 7 BY MR. PANATIER: 8 Q. J4-1, which came out three years 9 after this, right? 10 A. Yeah, the final version, three 11 years -- I think it's three years. Yeah, three 12 years later. 13 Q. Why would an analyst for the FDA be 14 using a version that wasn't even invented yet, sir? 15 A. A version of J4-1? 16 Q. A method that hadn't been invented 17 yet. 18 A. I don't know. But it was -- it was 19 certainly in process development at that time. 20 Q. He would -- and I'm not being 21 hyperbolic here. It might sound like it. But he 22 would literally need a time machine to go and use a 23 method that hadn't been invented yet, right? 24 MS. SULLIVAN: Objection, lawyer 25 argument.</p>

<p style="text-align: right;">Page 78</p> <p>1 THE COURT: Counsel, let's --</p> <p>2 MR. PANATIER: Okay.</p> <p>3 THE COURT: -- get this back on</p> <p>4 track.</p> <p>5 MR. PANATIER: Yes, your Honor.</p> <p>6 BY MR. PANATIER:</p> <p>7 Q. So we've got what he finds.</p> <p>8 Now, last week -- this is Defense</p> <p>9 Exhibit 7873. It's in evidence. We saw this.</p> <p>10 Counsel for Johnson & Johnson showed this</p> <p>11 document to Dr. Weber.</p> <p>12 Have you seen this document before? It's</p> <p>13 not in there. This is a Defense exhibit.</p> <p>14 A. I think I have, yes.</p> <p>15 Q. Okay. Do you see that up at the top,</p> <p>16 there's a sample numbered 084-802H, right?</p> <p>17 A. Yes.</p> <p>18 Q. Do you know what sample 084-802H is?</p> <p>19 A. No.</p> <p>20 Q. Do you have any idea?</p> <p>21 A. No.</p> <p>22 Q. In fact, under "product" it says,</p> <p>23 "Johnson's Baby Powder," right?</p> <p>24 A. That's what someone's written.</p> <p>25 Q. Right. And then here it's crossed</p>	<p style="text-align: right;">Page 80</p> <p>1 Q. Signed by John Stewart, right?</p> <p>2 A. Yes.</p> <p>3 Q. Now, last week Counsel for Johnson &</p> <p>4 Johnson suggested that this was the actual analysis</p> <p>5 for Shower to Shower.</p> <p>6 Did you know that Counsel for Johnson &</p> <p>7 Johnson did that?</p> <p>8 A. No.</p> <p>9 Q. Okay. This couldn't have been the</p> <p>10 analysis for Shower to Shower sample 84, could it</p> <p>11 have?</p> <p>12 A. Well, that's dated -- sorry, remind</p> <p>13 me, September '74.</p> <p>14 Q. And this says as of, right here, as</p> <p>15 of December 21st, 1973 samples, Lewin's</p> <p>16 identification 84 were analyzed for mineral content,</p> <p>17 correct?</p> <p>18 A. Yes.</p> <p>19 Q. So sample 84 Shower to Shower had</p> <p>20 been analyzed ten months before whatever this is was</p> <p>21 sampled, correct?</p> <p>22 A. Well, before that report was done.</p> <p>23 Q. Right.</p> <p>24 A. That may have been a second version</p> <p>25 of the first one. I don't know. I'm not going to</p>
<p style="text-align: right;">Page 79</p> <p>1 out. It says "J&J baby PROD," maybe, product. Seal</p> <p>2 date 6 -- or 8/8/74, right?</p> <p>3 A. Yes.</p> <p>4 Q. So the seal on it had a date,</p> <p>5 August 8th, '74, right?</p> <p>6 A. I don't know whether the seal is on</p> <p>7 the product or that was the bag it came in. I don't</p> <p>8 know.</p> <p>9 Q. Yeah, right. We don't know what the</p> <p>10 seal was on, right?</p> <p>11 A. What seal was, no.</p> <p>12 Q. Okay. But it says, "Johnson's Baby</p> <p>13 Powder" and then the sample is "084-802H."</p> <p>14 You told us you don't know what sample that</p> <p>15 is or if it's just the designation for this sample,</p> <p>16 correct?</p> <p>17 A. Correct.</p> <p>18 Q. You have no basis to say that this</p> <p>19 was Shower to Shower, not Johnson's Baby Powder as</p> <p>20 is written here, correct?</p> <p>21 A. Not without information, no.</p> <p>22 Q. Right. And let's look at the bottom.</p> <p>23 This sample was reported September 18th, 1974. Do</p> <p>24 you see that?</p> <p>25 A. I do, yes.</p>	<p style="text-align: right;">Page 81</p> <p>1 speculate. There's a ten-month difference.</p> <p>2 Q. Is there ten months between</p> <p>3 December 1973 when they say they did the analysis on</p> <p>4 sample 84 and this sample which is identified as</p> <p>5 "baby powder" in September of '74?</p> <p>6 A. Well, there's ten months' -- ten</p> <p>7 months' difference.</p> <p>8 Q. And I think I might have said</p> <p>9 December '74 -- December '73, right?</p> <p>10 A. Yes, ten months' difference.</p> <p>11 Q. You have no basis to say that this</p> <p>12 count sheet shown to the jury last week is Shower to</p> <p>13 Shower, do you?</p> <p>14 A. I don't have that basis unless there</p> <p>15 is other documentation to validate it.</p> <p>16 MR. PANATIER: This will be</p> <p>17 Exhibit 3441, your Honor.</p> <p>18 THE COURT: Thank you.</p> <p>19 MR. PANATIER: Yes, your Honor.</p> <p>20 BY MR. PANATIER:</p> <p>21 Q. Here you go, Doctor. Do you see that</p> <p>22 this is -- it says, "Italian medicated Grantham talc</p> <p>23 from R. Rolle's files"?</p> <p>24 A. Yes.</p> <p>25 Q. That's a Robert Rolle?</p>

<p style="text-align: right;">Page 82</p> <p>1 A. Yes.</p> <p>2 Q. At J&J, right?</p> <p>3 A. (No response.)</p> <p>4 Q. And do you see on the next page the</p> <p>5 Bates Stamps? These are J&J Bates Stamps, right?</p> <p>6 A. Yes.</p> <p>7 Q. These are handwritten notes, correct?</p> <p>8 A. Yes.</p> <p>9 Q. And just so we get our bearings,</p> <p>10 they're entitled, "Lewin samples of Shower to Shower</p> <p>11 August 10, 1972," right?</p> <p>12 A. Yes.</p> <p>13 MR. PANATIER: We offer these into</p> <p>14 evidence.</p> <p>15 MS. SULLIVAN: No objection.</p> <p>16 THE COURT: Admitted.</p> <p>17 (Plaintiff's Exhibit 3441 was moved</p> <p>18 into evidence.)</p> <p>19 BY MR. PANATIER:</p> <p>20 Q. Alright. You see it's, "Italian</p> <p>21 medicated Grantham talc," right, on the cover?</p> <p>22 A. Yes, there are three products there,</p> <p>23 Italian talc, medicated talc and Grantham talc.</p> <p>24 Q. And then there are some handwritten</p> <p>25 notes about Lewin's samples of Shower to Shower,</p>	<p style="text-align: right;">Page 84</p> <p>1 A. Yeah, fiber or rod, yes.</p> <p>2 Q. Right. And you can see that it</p> <p>3 says --</p> <p>4 MS. SULLIVAN: Your Honor, just in</p> <p>5 the interest -- for the sake of completeness, if I</p> <p>6 can have the third line down on that document read</p> <p>7 to the Jury.</p> <p>8 Q. "No crinkled fibers or small bundles</p> <p>9 of chrysotile asbestos were observed."</p> <p>10 MS. SULLIVAN: Thank you.</p> <p>11 Q. He found tremolite, he didn't see</p> <p>12 chrysotile?</p> <p>13 A. He found, yeah, tremolite described</p> <p>14 as rods, fiber rod, yeah.</p> <p>15 Q. And he's using plain polarized light,</p> <p>16 right?</p> <p>17 A. (No response.)</p> <p>18 Q. If you look down paragraph starting</p> <p>19 "observations"?</p> <p>20 A. Yes. Yes, he was using polarized</p> <p>21 light microscopy, yes.</p> <p>22 Q. Okay. And so that's the same method</p> <p>23 that was discussed in the Lewin meeting that the FDA</p> <p>24 had with Dr. Lewin that he would confirm with</p> <p>25 polarized light, right, or optical microscopy,</p>
<p style="text-align: right;">Page 83</p> <p>1 August 10, 1972.</p> <p>2 This is an internal document, correct?</p> <p>3 A. Yes.</p> <p>4 Q. About one fiber or of -- I don't know</p> <p>5 whether that says "or"...</p> <p>6 But "about one fiber or rod/needle every 500</p> <p>7 particles," correct?</p> <p>8 A. Yes, there's a rod every 500</p> <p>9 particles, yes.</p> <p>10 Q. Well, one fiber or rod/needle, right?</p> <p>11 A. Yes.</p> <p>12 Q. And about one-third of these are</p> <p>13 tremolite, two-thirds are roll talc or talc shards,</p> <p>14 right?</p> <p>15 A. Yeah, you read what is written.</p> <p>16 Q. So Dr. Rolle -- so this is Shower to</p> <p>17 Shower, sample 84 Lewin. This here was the FDA.</p> <p>18 And then Rolle, I think, we have him on our list</p> <p>19 here.</p> <p>20 Yeah, Robert Rolle, Assistant</p> <p>21 Director Analytical Research, right?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. In the same sample, Lewin</p> <p>24 Shower to Shower, he identifies "fiber rod/needle</p> <p>25 one per 500 particles," right?</p>	<p style="text-align: right;">Page 85</p> <p>1 correct?</p> <p>2 A. Well, this states polarized light</p> <p>3 microscopy.</p> <p>4 Q. And that is optical microscopy?</p> <p>5 A. There are two kinds of optical</p> <p>6 microscopy.</p> <p>7 Q. PLM?</p> <p>8 A. PLM and just the regular one that you</p> <p>9 have at school, yeah.</p> <p>10 Q. Right.</p> <p>11 A. Yeah.</p> <p>12 Q. Is Rolle using optical microscopy?</p> <p>13 A. He's using optical microscopy,</p> <p>14 polarized light --</p> <p>15 Q. Right.</p> <p>16 A. -- microscopy.</p> <p>17 Q. And just like Dr. Lewin, he doesn't</p> <p>18 see any chrysotile with it, does he?</p> <p>19 A. No.</p> <p>20 Q. Okay. But he does see tremolite as</p> <p>21 he describes it, "fiber" or "rod/needle," right?</p> <p>22 A. Yes.</p> <p>23 Q. "One every 500 particles," true?</p> <p>24 A. On that particular sample is what he</p> <p>25 sees, yes.</p>

<p style="text-align: right;">Page 86</p> <p>1 Q. Okay. And I think this is -- this is 2 perhaps illustrative for us. It says, "particle 3 density." 4 So he's looking at a very small area, right? 5 A. Yes. 6 Q. And that's an 18 square millimeter 7 area, right? 8 A. Yes. 9 Q. So what would you say, is that a 10 little bit more than four millimeters by four 11 millimeters, something like that, that would get us 12 to 16? 13 A. No 18 millimeters square, means 18 14 millimeters by 18 millimeters. 15 Q. I don't think it does. 16 A. No. 18 square millimeters would be 6 17 by 3. 18 Q. Right. That's what he's looking at. 19 A. No, it isn't. He's looking 18 20 millimeters square, which is a grid square. 21 Q. Okay. So you're saying he's looking 22 at 18 by 18, right? 23 A. Well, that's what I'm reading, yes. 24 Q. Okay. I'm not going to argue about 25 whether it was 18 square or 18 square millimeters.</p>	<p style="text-align: right;">Page 88</p> <p>1 the last page, they also looked at their own 2 retained samples of Shower to Shower. Do you see 3 that? 4 A. I do, yes. 5 Q. Right. So they have -- so they had 6 it looks like from February of '70 through August of 7 1971, right? 8 A. Yes. They report trace tremolite. 9 Q. And, again, he says, "no chrysotile 10 observed," true? 11 A. Yes. 12 Q. But he has 1, 2, 3, 4 results where 13 he identifies tremolite, correct? 14 A. Trace tremolite, yes. 15 Q. Yeah. Did this go to the FDA? 16 A. I don't know. This is someone's 17 handwritten notes. It may well have gone into a 18 typed-up report. But this is just handwritten 19 notes. 20 MR. PANATIER: Your Honor, I'm moving 21 on to another topic, if you we like to do a break 22 now. 23 THE COURT: This would be a good 24 time. Thank you. 25 Members of the Jury, we're going to</p>
<p style="text-align: right;">Page 87</p> <p>1 We know it was a small area, right? 2 A. Yes. 3 Q. And he said that there were 125,000 4 particles in that area, right? 5 A. Yes. 6 Q. And that one of every 500 was 7 tremolite, right? 8 A. That's what he reported on that 9 particular sample. 10 Q. One out of every 500 -- 11 A. Yes. 12 Q. -- right? 13 So how many times does 500 go into 125,000? 14 Here, I have a calculator on my phone. Okay. So 15 I'll just divide, right, I would just divide 125,000 16 divided by 500, correct? I get 250. 17 A. Sounds right. 18 Q. Okay. So that would be in the area 19 he looked at. That would equate to about 250 20 tremolite. And we'll do fiber/rod/needle, right? 21 A. Yes. 22 Q. Did his analysis go to the FDA? 23 A. I don't know. This is a -- it looks 24 like a hundred page from an exercise book. 25 Q. They also looked at -- if you go to</p>	<p style="text-align: right;">Page 89</p> <p>1 take a 15-minute break. Please remember all the 2 instructions I've provided to you. No discussions 3 with regard to this case including testimony you've 4 heard this morning. Please be ready to be back up 5 here -- be ready to come back up at five of. No 6 research of any kind whatsoever. Thank you. 7 And then at five of just be 8 downstairs, bring them up and I will meet you in the 9 hallway. 10 THE COURT OFFICER: Jury exiting. 11 (Jury exits.) 12 (There is a discussion off the 13 record.) 14 THE COURT: So we're off the record. 15 (Recess taken 10:39 to 11:01 a m.) 16 (Jury enters.) 17 THE COURT: Please be seated. Make 18 sure cell phones are turned off. 19 You may continue, Mr. Panatier. 20 MR. PANATIER: Thank you, your Honor. 21 BY MR. PANATIER: 22 Q. Mr. Hopkins, Johnson & Johnson was 23 aware that in the early 1970s a company called RT 24 Vanderbilt was selling talc that had tremolite in 25 it, correct?</p>

<p style="text-align: right;">Page 90</p> <p>1 A. There was a company called RT 2 Vanderbilt, but sold -- I think they owned a talc 3 mine in New York State, yes. 4 Q. Okay. So they were a company that 5 was selling talc, right? 6 A. Yes. 7 Q. Okay. And you're aware that they 8 were claiming that the tremolite in their talc was 9 not asbestos or nonasbestiform, right? 10 A. I'm not familiar with RT Vanderbilt. 11 I know that they had talc mine in New York State. 12 Johnson & Johnson never used it. But I'm aware that 13 they did have a talc mine. 14 MR. PANATIER: Okay. This is 15 Exhibit 2450. 16 Q. And if you would turn to April 13th, 17 1973 in your binder. This is a document I've shown 18 you before. 19 THE COURT: I'm sorry, Counsel, 20 what's the date? 21 MR. PANATIER: April 13, 1973, your 22 Honor. 23 THE COURT: Thank you. 24 BY MR. PANATIER: 25 Q. You found that, sir?</p>	<p style="text-align: right;">Page 92</p> <p>1 this part down below. "Only a couple broader 2 aspects were made reasonably clear. One, Johns 3 Manville. Now Johns Manville was a pretty 4 well-known asbestos miner manufacturer of products 5 right? 6 A. I've heard of them, yes, yes. 7 Q. "Johns Manville is going to take the 8 position that tremolite is an asbestos mineral and 9 they will not go along with the type of science 10 which Vanderbilt has been indicating aimed at 11 confusing the mineralogy of talc." Right, isn't 12 that what Mr. Ashton wrote there? 13 A. You've read what was written. 14 Q. That Vanderbilt tried to confuse the 15 mineralogy of talc, true? 16 A. Well, that was Vanderbilt's -- 17 whatever Vanderbilt were doing, yeah. 18 Q. Okay. 19 A. I can't speak for Vanderbilt. 20 Q. We're going to go from that document 21 to the next one. 22 The next one is dated April 24th, which is 23 11 days later. And this is Exhibit 2452. So 24 April 24th is what you're looking for, sir, 1973. 25 You found that?</p>
<p style="text-align: right;">Page 91</p> <p>1 A. Yes. 2 Q. Okay. This is a Johnson & Johnson 3 memo with the date I've just stated, correct? 4 A. Yes. 5 Q. From Bill Ashton, right? 6 A. Yes. 7 MR. PANATIER: I'm going to offer 8 this into evidence your Honor 2450. 9 MS. SULLIVAN: No objection. 10 THE COURT: So admitted. 11 (Plaintiff's Exhibit 2450 was moved 12 into evidence.) 13 BY MR. PANATIER: 14 Q. "I attended a meeting with talc 15 manufacturers which R. Bacon of Vanderbilt called 16 had his New York offices yesterday." 17 So Johnson & Johnson met with RT Vanderbilt, 18 right? 19 A. Yes. 20 Q. Vanderbilt's idea was to try to 21 elicit and unify presentations, which talc firms 22 might present to the US Bureau of Mines at the Talc 23 Safety Symposium scheduled for May 8th in Washington 24 D.C. 25 And the part I'm interested in is</p>	<p style="text-align: right;">Page 93</p> <p>1 A. Yes. 2 Q. Okay. And that is Plaintiff's 3 Exhibit 2452. This is another J&J memo, right? 4 A. Yes. 5 MR. PANATIER: Okay. We offer this 6 into evidence, your Honor. 7 MS. SULLIVAN: No objection. 8 THE COURT: So admitted. 9 (Plaintiff's Exhibit 2452 was moved 10 into evidence.) 11 Q. 11 days later this is a memo from 12 Mr. Nashed, right? 13 A. Yes. 14 Q. "Mr. Norwood said he followed my 15 advice to adopt the attitude that Pfizer is there to 16 see what they can do to help FDA in methodology. He 17 also followed my advice and did not mention that he 18 had been talking to Johnson & Johnson." 19 And by the way, sorry, I didn't read this at 20 first. "I talked with Mr. Norwood of Pfizer." So 21 that's who that is, right? 22 A. It appears to be, yes. 23 Q. Yeah. On the phone today to touch 24 base on their current activities in their views of 25 Vanderbilt and the Bureau of Mines Meeting."</p>

<p style="text-align: right;">Page 94</p> <p>1 Alright. So sorry I didn't give us that framework, 2 but now we have it. 3 A. Yes. 4 Q. He said that, "subsequent to the 5 meeting they have been informed by Sherwin Williams 6 that they will discontinue use of New York talc 7 because of their feeling that tremolite may be a 8 problem, i.e., Vanderbilt's story was not accepted." 9 Do you see that? 10 A. Yes. Yes, you read what is written. 11 Q. "Bureau of Mines Meeting. Mr. 12 Norwood expressed the view that Vanderbilt is acting 13 very rationally in raising the question on talc 14 safety and he agreed that they are desperate if they 15 lose their tremolite is safe argument. They will be 16 out of the talc business and, therefore, would not 17 be interested in defending safety of talc, per se. 18 He felt that questions on safety of talc fibers 19 other than tremolite could reflect on the whole talc 20 industry. He thought Vanderbilt's defense of 21 tremolite is very weak and that the meeting at the 22 Bureau of Mines is bound to raise problems for the 23 talc industry. Therefore, they've decided to avoid 24 all involvement with Vanderbilt." 25 You're aware that Vanderbilt was</p>	<p style="text-align: right;">Page 96</p> <p>1 A. No. You have read what is written. 2 Q. Let's go to the next one. This 3 should be May 2nd, 1973. So this is a couple weeks 4 later. This is Exhibit 2455, May 2nd, 1973, sir. 5 Let me know when you've found that. 6 A. Yeah, we've got it. Yeah, we're 7 there. 8 Q. Got it? Okay. 9 A. Yeah. 10 Q. Another J&J memo, right? 11 A. Yes. 12 Q. This one is from Nashed again, right? 13 A. Yes. 14 MR. PANATIER: We offer Exhibit 2455 15 into evidence. 16 MS. SULLIVAN: No objection. 17 THE COURT: Admitted. 18 (Plaintiff's Exhibit 2455 was moved 19 into evidence.) 20 BY MR. PANATIER: 21 Q. This is a meeting between Johns 22 Manville and J&J, right? 23 A. Yes. 24 Q. Okay. "The Johns Manville group 25 agreed with us that the efforts by Vanderbilt were</p>
<p style="text-align: right;">Page 95</p> <p>1 trying to argue that the tremolite in their talc was 2 not an issue, correct? 3 A. Well, I can't speak for Vanderbilt. 4 They're a separate company. But you read what was 5 written. 6 Q. They were trying to say that their 7 tremolite was not asbestos, correct? 8 A. Well, you read what is written. And 9 again, I'm not speaking for Vanderbilt. They're a 10 separate company and this quotes what they were 11 saying. 12 Q. Okay. Dr. Nashed reports, "I called 13 Pfizer today to determine FDA's attitude toward 14 microscopy. Mr. Stanley, Mr. Norwood's associate, 15 said that the FDA microscopist was of the opinion 16 that optical microscopy was not suitable as a 17 control method." 18 Now, sir, this is April 24, 1973. 19 This is right around the time that Lewin's second 20 report is coming out, a confirmation of his results 21 using optical microscopy, correct? 22 A. It describes the word "optical 23 microscopy." It doesn't break it down as to 24 polarized or regular. 25 Q. Well, and neither does this, does it?</p>	<p style="text-align: right;">Page 97</p> <p>1 somewhat unsophisticated and, in general, they 2 expect that the Bureau of Mines will adopt the 3 asbestos standards for tremboletic talc and fibrous 4 talc. Fibrous talc, according to the ACGIH it's 5 talc containing asbestos." 6 Okay. And you can see that there's 7 several presentations that are given, right? 8 A. Yes. 9 Q. Okay. "We," that's Johnson & 10 Johnson, right? 11 A. Yes. 12 Q. "We told the Johns Manville group 13 that our efforts have been mainly directed to the 14 FDA on cosmetic uses of talc. We outlined in the 15 status of the safety of cosmetic talc." 16 And they go through what they have done and 17 some of which you and I have discussed, correct? 18 A. Yes. 19 Q. Okay. Let's go to the last page. 20 "They saw no chance of success for Vanderbilt 21 claiming tremolite not to be asbestos," right? 22 A. You read what is written. 23 Q. That's 1973, 46 years ago, right? 24 A. Yes, that's what -- that's what Johns 25 Manville stated.</p>

<p style="text-align: right;">Page 98</p> <p>1 Q. Right. Vanderbilt was trying to 2 claim that tremolite was not asbestos and they saw 3 no chance of success for them doing that, right? 4 A. Johns Mansville stated they saw no 5 chance of success for Vanderbilt claiming tremolite 6 not being asbestos. 7 Q. For the past two days whenever I have 8 shown you a reference to fibers of tremolite, 9 needles of tremolite, rods of tremolite, you said 10 that's not asbestos, haven't you? 11 A. Unless -- unless it's proven to be in 12 the asbestiform version, you cannot say that the 13 tremolite when it's described as rods is asbestos. 14 MR. PANATIER: Your Honor, I object 15 to nonresponsive. 16 THE COURT: Objection sustained. 17 MR. PANATIER: Move to strike. 18 THE COURT: Stricken. 19 BY MR. PANATIER: 20 Q. Sir, for the past two days anytime 21 I've shown you a needle, fiber, fibers or rods of 22 tremolite you said it's not asbestos; is that 23 correct? 24 A. Yes, that is correct. 25 Q. Thank you, sir, okay.</p>	<p style="text-align: right;">Page 100</p> <p>1 of Johnson's Baby Powder"? 2 A. Yes. 3 Q. It says "25 samples of Johnson's Baby 4 Powder representing retained samples." 5 Those are samples, by the way, that are held 6 back by the company in case they want to look at 7 what was in a certain lot at a certain time, 8 correct? 9 A. "A retained sample" is one you hold 10 back in case there is a question on it, if someone 11 said it irritated my skin or whatever. You keep it 12 in the -- in a cupboard until you don't need it. 13 Q. You can go back and look at it? 14 A. Yeah. 15 Q. "Retained samples from both ESDP" -- 16 and what does "ESDP" stand for? 17 A. It stands -- it's the place where 18 they manufactured -- Eastern Surgical Dressings 19 Plant, just down the road here. 20 Q. "Both ESDP and Chicago facilities 21 were examined microscopically by the dispersion 22 staining technique for the presence of tremolite. 23 Four of these samples are suspected of containing 24 tremolite based on the finding of 1 or 2 fibers per 25 sample, which satisfy the color/morphology</p>
<p style="text-align: right;">Page 99</p> <p>1 Next document is going to be 2 April 27th -- I'm sorry, April 19th -- yeah, 3 April 19, 1973. This is Exhibit 2451. 4 Have you found that one, sir? 5 A. Yes. 6 Q. Alright. And do you see that that is 7 a memo from David H. Hammer to Rolle and then it's 8 marked out and they marked in someone else's 9 initials, right? 10 A. Yes. 11 Q. Okay. That's a Johnson & Johnson 12 memo, true? 13 A. Yes. 14 Q. It's CC'd to about nine people? 15 A. Yeah. 16 Q. Right? 17 MR. PANATIER: Your Honor, we offer 18 Exhibit 2451 into evidence. 19 MS. SULLIVAN: No objection. 20 THE COURT: Admitted. 21 (Plaintiff's Exhibit 2451 was moved 22 into evidence.) 23 BY MR. PANATIER: 24 Q. Sir, do you see that this is 25 "dispersion staining examination of retained samples</p>	<p style="text-align: right;">Page 101</p> <p>1 criteria." 2 Now, they're just looking for 3 tremolite, right? 4 A. Yeah, that would appear to be what 5 the memo is about. 6 Q. It doesn't say they're looking for 7 tremolite asbestos, right? 8 A. No, it's just -- the memo states what 9 it states. 10 Q. But according to you, the presence of 11 tremolite is not a problem, it's tremolite asbestos 12 that's the problem? 13 A. Tremolite asbestos would be a 14 problem. 15 Q. Is tremolite a problem? 16 A. It's asbestos, no. 17 Q. But yet here in 1973 they're 18 investigating the retained samples for tremolite, 19 right? 20 A. Right, appears to be, yes. 21 Q. Not a problem, right? 22 A. The microscopist is looking at those 23 samples. 24 Q. Okay. So those are the samples and 25 let's look at the results. This will be April 27,</p>

<p style="text-align: right;">Page 102</p> <p>1 '73. It's likely the next document in your folder. 2 It's Exhibit 2454. 3 A. Yes. 4 Q. Do you see that? 5 A. I have that, yeah. 6 Q. Okay. And are those the results of 7 those retained samples, sir? 8 A. They appear to be. 9 Q. Okay. You can look at the bottom of 10 this document and you can see that the samples match 11 -- 12 MR. PANATIER: Your Honor, we offer 13 this into evidence, 2454. 14 MS. SULLIVAN: No objection. 15 THE COURT: Admitted. 16 (Plaintiff's Exhibit 2454 was moved 17 into evidence.) 18 Q. And, sir, you can see the samples are 19 here and they match. Do you see that? 20 A. Yes. 21 Q. Okay. So if we look here at the 22 results, "petrographic optical microscopy revealed 23 trace amounts of amphibole in each of the above 24 samples. Based on the numbers and particles 25 scanned, we estimate trace amounts to be .001 to .01</p>	<p style="text-align: right;">Page 104</p> <p>1 So they are amphibole particles that they found, 2 right? 3 A. They're amphiboles, yes. 4 Q. They are from between 5-to-1 to 6 or 5 7-to-1 in shape, right? 6 A. Yeah, they're amphibole rods, yeah. 7 Q. And they are parallel sided, right? 8 A. Yes. 9 Q. Alright. Let's talk about the 10 definition of fiber in Johnson & Johnson. 3-to-1 11 parallel sides, right? 12 A. That's that -- that's that definition 13 you have on that chart. 14 Q. That's the analytical definition that 15 Johnson & Johnson uses to define asbestiform 16 minerals to find asbestiform minerals in their talc, 17 right? 18 A. It is not. It is the definition 19 that's written on the specification. It is not the 20 system for the -- 21 MR. PANATIER: Your Honor, I object 22 as nonresponsive, your Honor. 23 MS. SULLIVAN: I think he's answering 24 the question. 25 THE COURT: Objection sustained.</p>
<p style="text-align: right;">Page 103</p> <p>1 by weight," right? 2 A. Yeah. 3 Q. Okay. And they tell us what the 4 shape of these particles were and they say 5 "prismatic columnar." That's mean like a column, 6 right? 7 A. Yeah, like my pen. 8 Q. Like your pen. 9 A. Yeah. 10 Q. Okay. "Parallel sided," right? 11 A. Yes. 12 Q. Rods? 13 A. Yeah. 14 Q. And see how it says, "size from 20 by 15 4 microns," that would be 5-to-1, would it not? 16 A. Yes. 17 Q. And 20 by 30. What would that be 18 about 6 or 7-to-1? 19 A. 200 by 30, isn't it? Yeah, 200 by 20 30. 21 Q. I'm sorry, 200 by 30. That's my -- 22 my error. That would be about 6 or 7-to-1? 23 A. Yes, yes. 24 Q. Right. The optical properties of the 25 particles are closer to actinolite than tremolite.</p>	<p style="text-align: right;">Page 105</p> <p>1 BY MR. PANATIER: 2 Q. Here's the question I'm asking. 3 "3-to-1 parallel sides" is the 4 definition of "fiber" used by Johnson & Johnson in 5 testing method 7024 to define asbestiform minerals 6 in the talc, correct? 7 A. I don't see where asbestiform. I... 8 Q. Sir, you and I have already been over 9 this. This is in evidence testing method 7024. 10 Look at the board. Elongated particle, right? 11 A. Yes. On that definition TM7024 that 12 is what is stated. 13 Q. Okay. And look, we have elongated 14 particles, do we not? 15 A. We do. 16 Q. We have longer than 3-to-1 aspect 17 ratios, correct? 18 A. Yes. 19 Q. We have parallel sides, correct? 20 A. Yes. 21 Q. By this definition, these are 22 asbestiform minerals by Johnson & Johnson's own 23 definition? 24 A. By that definition but not by the 25 microscopist's.</p>

<p style="text-align: right;">Page 106</p> <p>1 Q. Just by Johnson & Johnson's 2 definition, right? 3 A. By that -- what you've copied down 4 there, yes. 5 Q. You know I didn't write that 6 document, right? 7 A. No, you -- as you say, you just 8 copied it down. That's okay. 9 Q. So those were four samples where they 10 found actinolite tremolite, right? 11 A. They found actinolite tremolite rods. 12 Q. Do you know if that went to the FDA? 13 A. I don't know. 14 Q. Okay. The next document will be 15 dated January 18, 1974. So it should be a few 16 documents before what we just went through, I think. 17 This is Exhibit 2506. 18 A. '74 or '73? 19 Q. 1974, January 18, '74. Let me know 20 if you have any trouble finding it. 21 THE COURT: It's in Binder 2. 22 MR. PANATIER: Binder 2. 23 Q. I think you put it on the ground. 24 A. Oh, that's where it is. 25 Q. These documents will not hide from</p>	<p style="text-align: right;">Page 108</p> <p>1 Q. The FDA asks Johnson & Johnson to do 2 a calculation about the amount of asbestos that they 3 believe to be safe in baby powder, correct? 4 A. They asked Johnson & Johnson to do a 5 calculation, a mathematical calculation, yes. 6 Q. And when they said, can you do a 7 mathematical calculation that tells us how much 8 asbestos is safe in baby powder, I assume Johnson & 9 Johnson said zero, right? 10 A. Well, that wasn't the exact question 11 that was asked. They were asked to give a question 12 -- sorry. They were asked to give a mathematical 13 calculation as to what may be present if there was a 14 certain amount of asbestos there. 15 Q. When they were asked by the FDA what 16 amount is safe in baby powder, did they say zero 17 because our policy is zero tolerance? 18 A. I don't know whether they said that. 19 But if FDA -- if the FDA asks you to do something. 20 Q. Sir, if you don't know, you don't 21 know, okay? 22 A. I don't know. 23 Q. Okay. 24 A. I don't know. 25 Q. That's fine.</p>
<p style="text-align: right;">Page 107</p> <p>1 you. 2 A. You need to give me a bigger table. 3 Right, '74, give me the... 4 Q. Yes, January 18, '74. 5 A. Okay, we have that. 6 Q. Have you found that? 7 A. Yes. 8 Q. Okay. That's a Johnson & Johnson 9 memo, correct, sir? 10 A. Yes. 11 Q. It is from Hildick-Smith and Nashed, 12 right? 13 A. Yes. 14 Q. Okay. Now, this is -- 15 MR. PANATIER: We offer 2506 into 16 evidence. 17 MS. SULLIVAN: No objection. 18 THE COURT: Admitted. 19 (Plaintiff's Exhibit 2506 was moved 20 into evidence.) 21 BY MR. PANATIER: 22 Q. This is another meeting with the FDA 23 The meeting was January 16th and the memo is 24 January 18th, right? 25 A. Yes.</p>	<p style="text-align: right;">Page 109</p> <p>1 Okay. Now, Eiermann, Eiermann, he is 2 at this meeting, correct? 3 A. He was one of several FDA people, 4 yes. 5 Q. Because I've been wanting to ask you 6 about him, but I keep forgetting. 7 Eiermann, he's at the FDA, right? 8 A. Yes. 9 Q. But there's an asterisk by his name, 10 right? 11 A. Yes. 12 Q. And if we go to the bottom, it says 13 he's a former Johnson & Johnson employee in Brazil, 14 right? 15 A. That was one of his previous 16 employers, Johnson & Johnson Brazil, yes. 17 Q. And now he's with the FDA, right? 18 A. Yes, yes, no secret. 19 Q. So let's get to that calculation. So 20 see where Johnson & Johnson says here, "Our very 21 preliminary calculation indicates that substantial 22 asbestos can be allowed safely in a baby powder"? 23 Did they say that to the FDA? 24 A. That was in response to a question. 25 Q. I know.</p>

<p style="text-align: right;">Page 110</p> <p>1 A. To say if there are 1 percent, how 2 much would that -- 3 MR. PANATIER: Your Honor, I object 4 as nonresponsive. 5 A. Okay. That's what is written. 6 THE COURT: Objection is sustained. 7 A. That is what is written. 8 Q. Okay. Because that's all I asked 9 you. 10 A. That is what is written, yes. 11 Q. Is that what was said to the FDA? 12 A. That is what is written, yes. 13 Q. And Eiermann -- Wodicka, Mr. Wodicka 14 appeared skeptical of Dr. Eiermann's approach to the 15 problem because it was Eiermann, the former J&J 16 employee, who had asked them to do the calculation, 17 right? 18 A. He had asked him to do a calculation 19 based on certain hypothesis, yes. 20 Q. And what Wodicka says is, he implied 21 that what is safe for a miner may not be safe for a 22 baby, right? 23 A. Yes, I wouldn't disagree. 24 Q. Okay. Has Johnson & Johnson ever 25 told the public what they told the FDA in 1974 that</p>	<p style="text-align: right;">Page 112</p> <p>1 on what we've gone through so far, what's in our 2 inbox, was enough to present the question about the 3 safety of their talc? 4 A. No. 5 Q. Okay. But if there ever was a 6 question, they should take it off the market, right? 7 A. If there was a genuine question 8 relating to safety, yes. 9 Q. So, if there was "a genuine 10 question." 11 And what do you mean by "a genuine 12 question"? 13 A. The question where the answer is that 14 there's a significant problem or a problem. In 15 other words, you can have a question, I can have a 16 question, but it has to be one where there is 17 evidence to say this question is valid. 18 Q. So, sir, does Johnson & Johnson agree 19 that the consumers of its products should be able to 20 make their own health and safety decisions about 21 whether or not to use that product? 22 A. Yes. 23 Q. And does Johnson & Johnson agree that 24 they should provide full information to those 25 people, those consumers about the products that they</p>
<p style="text-align: right;">Page 111</p> <p>1 they believed that substantial asbestos can be 2 safely allowed in a baby powder? 3 A. What they actually told FDA -- 4 MR. PANATIER: Your Honor -- your 5 Honor, I'm objecting, nonresponsive. 6 A. In that case, no. 7 MR. PANATIER: I would ask the 8 witness to answer the question. 9 Q. No, they have not, correct? 10 A. They have not stated that sentence 11 that was written in this report. 12 Q. Okay. What Johnson & Johnson has 13 always told the public is zero tolerance, right? 14 A. And that's still the case. 15 Q. Do you believe it was the case right 16 here when they told this to the FDA? 17 A. Yes. 18 Q. Okay. And then Dr. Fuller of Johnson 19 & Johnson stressed that Johnson & Johnson has a 20 policy of full cooperation with the FDA and that if 21 the results of any scientific studies show any 22 question of safety of talc, Johnson & Johnson will 23 not hesitate to take it off the market, right? 24 A. Yes. 25 Q. Sir, don't you agree that just based</p>	<p style="text-align: right;">Page 113</p> <p>1 are manufacturing and selling? 2 A. Yes. 3 Q. And that Johnson & Johnson shouldn't 4 make risk decisions for consumers, consumers should 5 be able to make their own risk decisions, right? 6 A. Yes. 7 Q. Okay. So far in everything that we 8 have gone through where we found fibers of 9 tremolite, needles of tremolite, rods of tremolite, 10 none of that was provided to the public, was it? 11 A. No. 12 Q. Okay. 13 A. For good reason. 14 Q. Do you know whether or not the 15 consumers who were purchasing it thought it was a 16 good reason? 17 A. I cannot speak or hypothesize what 18 consumers think. 19 Q. Let's go to the next document. This 20 one will be 1974, April 24, 1974. There were two 21 primary ore bodies in the '70s which Johnson & 22 Johnson was using. 23 The biggest, the one that produced the most 24 talc was Hammondsville Cosmetic, correct? 25 A. The Hammondsville mine produced</p>

<p style="text-align: right;">Page 114</p> <p>1 cosmetic talc, yes. 2 Q. Okay. And the other one was 3 Argonaut, that was qualified in '74 or '75 and went 4 open in about '76; is that true? 5 A. It was never used commercially until 6 around about 1995 for cosmetic talc. 7 Q. It was qualified in the '70s? 8 A. It was qualified in the '70s, yes, 9 but it wasn't used in cosmetic talc until the -- 10 '95, '96. 11 Q. Okay, alright. And we'll address 12 that a little bit later. 13 They qualified it 15 to 20 years earlier, 14 right? 15 A. Yes, but they had sufficient in the 16 Hammondsville mine not to need it. 17 Q. And when they qualified the Argonaut 18 ore body, Johnson & Johnson knew it contained 19 chrysotile asbestos, correct? 20 A. No. 21 Q. No, alright. 22 Let's look at this document dated April 24, 23 1974, okay? Can you find that one, sir, please? 24 A. Yes. 25 Q. Have you found that?</p>	<p style="text-align: right;">Page 116</p> <p>1 knew there was chrysotile asbestos in the Argonaut 2 ore body, right? Right? 3 A. Which Argonaut ore body? There are 4 two Argonaut mines. 5 Q. What does this say? 6 A. Well, this describes -- this is a 7 generic one talking about the Argonaut ore body. 8 Q. Are you saying that there is another 9 Argonaut mine or are you saying that through time 10 they pulled from different areas in Argonaut? 11 A. There are two Argonauts. There's the 12 main ore body, south Argonaut and the east Argonaut 13 Q. Okay. Anyway -- 14 A. That's the ore body which covers many 15 acres. 16 Q. The question I asked you not one 17 minute ago, was Johnson & Johnson knew there was 18 chrysotile asbestos in the Argonaut ore body and you 19 said no, correct? 20 A. Not in the -- not in the main ore 21 body. 22 Q. Can you answer the question. Did you 23 say yes to my question or did you say no to my 24 question? 25 A. I said no to your question.</p>
<p style="text-align: right;">Page 115</p> <p>1 A. Yes. 2 Q. Okay. You've got it. This is a 3 McCrone report entitled, "Examination of Talc 4 Samples Argonaut Ore Body," right? 5 A. Yes. This is -- they looked at 38 6 core samples from a new ore body. 7 Q. One second, step by step. 8 A. Yes. 9 Q. Hold on. It is what I represented it 10 was, right? 11 A. It's -- it's examination of samples. 12 Q. Right. 13 A. Yes. 14 Q. I'm just getting the title, okay. 15 April 24, 1974, true? 16 A. Yes. 17 Q. Okay. 18 MR. PANATIER: Your Honor, we offer 19 this into evidence. 20 MS. SULLIVAN: No objection. 21 THE COURT: Admitted. 22 (Plaintiff's Exhibit 2049 was moved 23 into evidence.) 24 BY MR. PANATIER: 25 Q. Now, I asked you if Johnson & Johnson</p>	<p style="text-align: right;">Page 117</p> <p>1 Q. Alright. Let's look at this 2 document, which is an examination of talc samples 3 from the Argonaut ore body, shall we, okay? 4 A. From the Argonaut ore body, yes. 5 Q. Right. This is the one they were 6 qualifying for baby powder, correct? 7 A. They were looking at 15 years 8 previously for baby powder as a possibility, yes. 9 Q. Okay. "An intensive examination has 10 been made by XRD and electron microscopy of 38 core 11 samples," right? 12 A. Yes. 13 Q. "From a new ore body which Windsor 14 Minerals, Inc., are contemplating exploiting. The 15 examination was undertaken to determine the 16 mineralogical content of core samples and, in 17 particular, whether or not there was any significant 18 content of asbestiform minerals in the ore body. 19 For comparison three core samples from the current 20 ore body were also examined." 21 Now, here's what it says, "The 22 majority of the samples showed no evidence of 23 asbestiform minerals and 15" -- now they did 38, 24 right? 25 A. Yes.</p>

<p style="text-align: right;">Page 118</p> <p>1 Q. "Of the 15 that did show an 2 asbestiform mineral, only one exceeded an estimated 3 level of 0005 percent," right? 4 A. Yes. 5 Q. Now, you and I discussed first thing 6 yesterday that with tens to hundreds of trillions of 7 particles per bottle, even if it was just 1 trillion 8 and you had .00001 percent, that's still 10 million 9 particles of asbestos, correct? 10 A. Yes. 11 Q. Okay. So by the way, they found 12 asbestos in the Argonaut ore body, right? 13 A. In one part of the ore body, yes. 14 MS. SULLIVAN: And, your Honor, just 15 in the interest of completeness, I ask that Counsel 16 read the conclusion of this paragraph right below 17 that. 18 MR. PANATIER: Right below that? I 19 haven't gotten there, your Honor. 20 THE COURT: Whenever you get there. 21 MR. PANATIER: I will. 22 THE COURT: Thank you. 23 BY MR. PANATIER: 24 Q. Now look at what it says. "It is 25 anticipated that the beneficiation" -- that's the</p>	<p style="text-align: right;">Page 120</p> <p>1 amphibole, yes. 2 Q. And by the way, when we say "low 3 sensitivity," the lower the better, correct? If you 4 say high -- 5 A. The stricter -- 6 Q. Right. 7 A. The stricter the better, yes. 8 Q. Right. So, if you say, "high 9 sensitivity," that's actually poorer sensitivity 10 than something that is low sensitivity, right? 11 A. Yes. 12 Q. Okay. But they also did electron 13 microscopy. 14 A. They did, yes. 15 Q. It starts there. 16 A. Yeah. 17 Q. And they say, "As will be seen from 18 Table 2, only two samples showed a level above 0005 19 the actual figures being 007 and 001 respectively. 20 For chrysotile asbestos plus, approximately, 21 .0001 percent of fibrous tremolite." 22 Now, right there he's describing the 23 asbestos they found as fibrous tremolite, right? 24 A. Yes. 25 Q. Okay. "Excluding" -- excluding I</p>
<p style="text-align: right;">Page 119</p> <p>1 flotation, right? 2 A. Yes, yes. 3 Q. (Continuing.) "Of the ore would 4 significantly reduce these low levels and that, 5 therefore, the beneficiated ore would prove free of 6 any asbestiform minerals." 7 So they're saying, if you float it, we think 8 it will take it out, right? 9 A. Well, that was his opinion in 1974. 10 Q. That was not true, was it? 11 A. No. 12 Q. Okay. "It is concluded that the ore 13 body is of suitable quality for manufacture of 14 high-grade cosmetic and toiletry products," and that 15 is where the baby powder falls, correct? 16 A. It would be if it were ever accepted, 17 yes. 18 Q. Let's look at -- we talked about XRD, 19 right? "In no instance was any asbestos or 20 potentially asbestiform mineral identified by XRD," 21 right? 22 A. That's what is written. 23 Q. We know XRD does not have very low 24 sensitivity, right? 25 A. Yes, down about half percent</p>	<p style="text-align: right;">Page 121</p> <p>1 think is what that word is trying to say -- "these 2 samples, the remaining samples which showed 3 asbestiform in fibers are exhibiting levels which 4 are no higher than has been seen in a raw composite 5 used to manufacture a finished product." 6 Remember that he said, we looked at the 7 Argonaut and we also looked at the ore currently 8 being used, right? 9 A. Yes. 10 Q. And that's Hammondsville, correct? 11 A. Yes. 12 Q. Okay. And they say that "The levels 13 of chrysotile observed in the two high samples is 14 only in order of magnitude above this." 15 So what he's saying is, we saw it in 16 the stuff we're using right now and the stuff we saw 17 in the Argonaut stuff that we're testing is too -- 18 is an order of magnitude higher than what they're 19 currently using, correct? 20 A. You're reading what he wrote. 21 Q. And what I have summarized is 22 accurate, is it not? 23 A. Well, you're reading or you've 24 summarized what he wrote. 25 Q. Okay. He's saying there's chrysotile</p>

<p style="text-align: right;">Page 122</p> <p>1 in the Hammondsville ore body, correct?</p> <p>2 A. Well, he doesn't actually say that.</p> <p>3 He doesn't mention the Hammondsville ore body.</p> <p>4 Q. That's why you're here, sir, is you</p> <p>5 and I have established that as the Hammondsville ore</p> <p>6 body was the then used ore body, correct?</p> <p>7 A. The Hammondsville ore body was the</p> <p>8 then -- was used at that time, yes.</p> <p>9 Q. Right. And he was given a raw</p> <p>10 composite used to make finished product then,</p> <p>11 Hammondsville, correct?</p> <p>12 A. He was given a raw composite. It</p> <p>13 doesn't say it was Hammondsville, but it could have</p> <p>14 been.</p> <p>15 Q. Sir, I don't want to go around in</p> <p>16 circles with you.</p> <p>17 A. Yeah, like I say.</p> <p>18 Q. Go back to the beginning and I'll</p> <p>19 show you if you want to see it.</p> <p>20 For comparison three core samples</p> <p>21 from the current ore body were also examined, right?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. We know that's Hammondsville,</p> <p>24 right?</p> <p>25 A. It should have been, yes, yes.</p>	<p style="text-align: right;">Page 124</p> <p>1 that even prior to beneficiation this material is of</p> <p>2 extremely high grade substantially asbestos free."</p> <p>3 By the way, we're back to</p> <p>4 "substantially."</p> <p>5 MS. SULLIVAN: Can we read it first,</p> <p>6 Counsel?</p> <p>7 MR. PANATIER: Your Honor, I can --</p> <p>8 THE COURT: Stop interrupting,</p> <p>9 Counsel, he is reading it.</p> <p>10 Continue.</p> <p>11 MR. PANATIER: I'm going to stop here</p> <p>12 and I will read the rest but I'm going ask a</p> <p>13 question.</p> <p>14 BY MR. PANATIER:</p> <p>15 Q. "Substantially asbestos free,"</p> <p>16 doesn't mean "asbestos free," does it?</p> <p>17 A. Again, we're going to that argument</p> <p>18 as to what "substantially" means. And, you know, I</p> <p>19 can speculate. But it reads what it reads</p> <p>20 "substantially asbestos free."</p> <p>21 Q. I don't want to you speculate.</p> <p>22 A. Thank you.</p> <p>23 Q. I just want you to -- I just want you</p> <p>24 to -- let's talk commonsense, okay? Does</p> <p>25 "substantially asbestos free" mean "asbestos free,"</p>
<p style="text-align: right;">Page 123</p> <p>1 Q. Okay. And what he says is that the</p> <p>2 chrysotile that they found in the ore body that they</p> <p>3 were looking to qualify had more chrysotile than the</p> <p>4 current ore, correct?</p> <p>5 A. Well, that's what he's written.</p> <p>6 Q. Okay. Right, that's all I'm asking</p> <p>7 you, is did he write that?</p> <p>8 A. Yeah, he's written that as part of</p> <p>9 this review to whether or not to use the --</p> <p>10 Q. Right.</p> <p>11 A. -- Argonaut mines.</p> <p>12 MS. SULLIVAN: Counsel, can you read</p> <p>13 the conclusion.</p> <p>14 MR. PANATIER: Sure.</p> <p>15 Q. It's already been stated but he says,</p> <p>16 The level of chrysotile -- "The levels of</p> <p>17 chrysotile" --</p> <p>18 MS. SULLIVAN: The paragraph,</p> <p>19 Counsel.</p> <p>20 MR. PANATIER: You want me to read</p> <p>21 the bottom paragraph, okay.</p> <p>22 Q. "The examine of 41 core samples, 38</p> <p>23 of them from a new talc ore body using the</p> <p>24 techniques of X-ray diffraction, electron microscopy</p> <p>25 and selected area electron refraction have shown</p>	<p style="text-align: right;">Page 125</p> <p>1 sir?</p> <p>2 A. I don't know the context on how this</p> <p>3 person thought. What he stated is what he stated.</p> <p>4 Q. He already said he found asbestos.</p> <p>5 A. What he reads --</p> <p>6 Q. Did he say he found asbestos?</p> <p>7 MS. SULLIVAN: Your Honor, I'm just</p> <p>8 going to object. The Court instructed him to read</p> <p>9 the conclusion for completeness and he's not doing</p> <p>10 that.</p> <p>11 THE COURT: Overruled. He is.</p> <p>12 Q. Does it say he found asbestos, Dr.</p> <p>13 Hopkins?</p> <p>14 A. In the -- in the summary or the</p> <p>15 conclusions?</p> <p>16 Q. In the summary.</p> <p>17 A. What he reads -- what he writes --</p> <p>18 MR. PANATIER: I'm going to object to</p> <p>19 nonresponsive.</p> <p>20 A. He doesn't say he found asbestos.</p> <p>21 Q. He doesn't say he found asbestos? It</p> <p>22 literally says he found chrysotile asbestos in 15</p> <p>23 samples, doesn't it?</p> <p>24 A. That's what -- I thought you were</p> <p>25 going to read that in the next sentence. In only</p>

<p style="text-align: right;">Page 126</p> <p>1 two samples --</p> <p>2 Q. Wait, wait.</p> <p>3 MR. PANATIER: Okay. Your Honor, I</p> <p>4 have to object to nonresponsive and move to strike.</p> <p>5 MS. SULLIVAN: Objection, your Honor.</p> <p>6 He's arguing with -- Counsel is arguing with the</p> <p>7 witness.</p> <p>8 THE COURT: Objection overruled.</p> <p>9 Please listen to the question before</p> <p>10 you begin to answer and answer only the question</p> <p>11 being asked.</p> <p>12 One more time.</p> <p>13 BY MR. PANATIER:</p> <p>14 Q. Did they find asbestos in 15 samples?</p> <p>15 A. The claimed to. He reported. In</p> <p>16 those core samples, drill samples, that's what he</p> <p>17 reported.</p> <p>18 Q. And then down here when he describes</p> <p>19 it as, "substantially asbestos free," that does not</p> <p>20 mean "asbestos free," can we agree on that?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And he says that, "And of a</p> <p>23 quality which we associate with cosmetic-grade talc.</p> <p>24 In only two samples was a level of chrysotile</p> <p>25 observed which was higher than .0005. Chrysotile</p>	<p style="text-align: right;">Page 128</p> <p>1 Q. By the way, since he also said that</p> <p>2 he found chrysotile in the then current ore body,</p> <p>3 did that information go to the FDA?</p> <p>4 A. I don't know.</p> <p>5 Q. Okay. Let's go to November 10th.</p> <p>6 This is -- actually, it's dated November 6th, but</p> <p>7 your tab says November 10, 1974, because that's when</p> <p>8 the document is signed. This is Exhibit 2321. So</p> <p>9 November 10, 1974. Do you have that, sir?</p> <p>10 A. Yes.</p> <p>11 Q. Alright. And this is one of our FDA</p> <p>12 FOIA documents. This is not a great copy, as we've</p> <p>13 seen from some of the FDA documents. But this a --</p> <p>14 can you see it's a memorandum of a meeting</p> <p>15 November 6th, 1974?</p> <p>16 A. Yeah.</p> <p>17 Q. Okay.</p> <p>18 A. Yes.</p> <p>19 Q. And it says, "Between FDA</p> <p>20 representatives" -- and it has a list -- "and</p> <p>21 representatives of J&J," right?</p> <p>22 A. Yes.</p> <p>23 Q. Subject is "General discussion of the</p> <p>24 talc/asbestos problem," right?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 127</p> <p>1 levels of this order of magnitude might well arise</p> <p>2 during taking and handling of samples," right?</p> <p>3 A. That's exactly what is written, yes.</p> <p>4 Q. Now, if we actually look at the</p> <p>5 results, there's XRD in Table 1. And no positives.</p> <p>6 There is one questionable for chrysotile, right?</p> <p>7 A. Yes.</p> <p>8 Q. But when we go to transmission</p> <p>9 electron microscopy, we have both chrysotile and</p> <p>10 amphibole in 15 samples, right?</p> <p>11 A. Yes, on the core drill samples, yes.</p> <p>12 Q. Okay. Before this time Johnson &</p> <p>13 Johnson had represented to the FDA that they had</p> <p>14 never found chrysotile in any of their ores,</p> <p>15 correct?</p> <p>16 A. Not in the -- not in the ores used to</p> <p>17 make the powder, this ore body evaluation.</p> <p>18 MR. PANATIER: Objection</p> <p>19 nonresponsive, your Honor.</p> <p>20 A. Okay. Not in the ores used to make</p> <p>21 the powder, period.</p> <p>22 Q. Okay. And when they got this report,</p> <p>23 when they started using the ore body, okay, in the</p> <p>24 '90s, did this go to the FDA, that's the question?</p> <p>25 A. I don't know.</p>	<p style="text-align: right;">Page 129</p> <p>1 MR PANATIER: Okay. Your Honor, we</p> <p>2 offer Exhibit 2321 into evidence.</p> <p>3 MS. SULLIVAN: No objection.</p> <p>4 THE COURT: Admitted.</p> <p>5 (Plaintiff's Exhibit 2321 was moved</p> <p>6 into evidence.)</p> <p>7 BY MR. PANATIER:</p> <p>8 Q. We're going to try to make this out</p> <p>9 as best we can. This is what I'm -- what I want to</p> <p>10 discuss right here. Following introductions, "Dr.</p> <p>11 Nashed had stated that their statistical group had</p> <p>12 made an estimation of a theoretical safe level of</p> <p>13 asbestos fiber in a baby talc utilizing the official</p> <p>14 TLV for asbestos and the data obtained from their</p> <p>15 experiment on dusting of baby powder." So I'll stop</p> <p>16 there.</p> <p>17 Again, Johnson & Johnson has said publically</p> <p>18 and said here in this courtroom yesterday there is</p> <p>19 no known safe level of asbestos exposure, correct?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. He further stated that</p> <p>22 "Johnson & Johnson had examined many cosmetic talc</p> <p>23 samples and had not detected chrysotile at any</p> <p>24 level," right?</p> <p>25 A. You read what is written.</p>

<p style="text-align: right;">Page 130</p> <p>1 Q. Okay. That comes about seven months 2 after April where they analyzed the core samples, 3 right? 4 A. In the mine that they were beginning 5 to look at, yes. 6 Q. That's right. 7 A. Yes. 8 Q. Correct? On the back -- we'll it's 9 here. "He wondered, therefore" -- this is Dr. 10 Nashed -- "if a health hazard does exist involving 11 the presence of chrysotile in cosmetic talcs since 12 their calculation showed that a substantial safety 13 factor can be expected with talc containing 14 1 percent by weight asbestos particles," right? 15 A. You read what is written. 16 Q. Okay. So, again, this is not zero 17 tolerance, correct? 18 A. No, this is a response to a request 19 from FDA. 20 Q. Okay. 21 A. And you read what they wrote when 22 they responded to FDA. 23 Q. Dr. Eiermann indicated that, "The 24 division of cosmetics technology had carried out a 25 simulated baby dusting experiment and the results</p>	<p style="text-align: right;">Page 132</p> <p>1 shown to be suitable for the production of Johnson's 2 Baby Powder." So this is July. 3 That's two years and three months after the 4 74 core sample report, right? 5 A. Yes. 6 Q. And they are proving it, right? 7 A. They are proving the areas that were 8 clean, yes. 9 Q. Oh, I'm sorry, does it say that? 10 A. Put it the other way around, you 11 would not approve areas. 12 MR. PANATIER: I'm going to object as 13 nonresponsive, your Honor. 14 A. No, it does not say that. It does 15 not say that, no. 16 Q. It doesn't say we're only approving 17 the clean areas, right? 18 A. It doesn't that on here, no. 19 Q. And by the way, when McCrone went out 20 and did the core samples, the core sample 21 representation represented areas of the entire ore 22 body, right? 23 A. They went over several acres, yes. 24 Q. If you go to the next page, they talk 25 about McCrone's report from '74, right?</p>
<p style="text-align: right;">Page 131</p> <p>1 seem to differ from the results of Johnson & Johnson 2 by one order of magnitude." 3 Now, an order of magnitude is tenfold, 4 correct? 5 A. Yes. 6 Q. Okay. That's it. Let's look at 7 July 16, 1976. Have you found that? 8 A. Yes, yes. 9 Q. Johnson & Johnson memo, July 16, 10 1976, Plaintiff's Exhibit 2601. That's from Alan 11 Marks, right? 12 A. Yes. 13 MR. PANATIER: We'll offer this into 14 evidence, your Honor. 15 MS. SULLIVAN: No objection, your 16 Honor. 17 THE COURT: Admitted. 18 (Plaintiff's Exhibit 2601 was moved 19 into evidence.) 20 BY MR. PANATIER: 21 Q. Now, this is a discussion of the 22 Argonaut mine evaluation, correct? 23 A. Yes. 24 Q. "Processed talc produced from the 25 Argonaut mineral of Windsor Minerals, Inc., has been</p>	<p style="text-align: right;">Page 133</p> <p>1 A. Yes. 2 Q. And it says, "Walter C. McCrone & 3 Associates evaluated 38 ore samples from the 4 Argonaut ore body and found no difference in the 5 qualitative and quantitative presence of asbestiform 6 minerals compared to three samples from 7 Hammondsville ore body," right? 8 A. That's what is written. 9 Q. So remember how I asked you? I said, 10 well, the then current ore being used was 11 Hammondsville, right? 12 A. Yes. 13 Q. Well, now we know for sure that's 14 correct, isn't it? 15 A. That is correct, yes. 16 Q. And they say that it didn't differ in 17 quantity or quality of the asbestiform minerals 18 present, right? 19 A. You read what was written. 20 Q. Right. So we had the levels that 21 were found and we had the quantity, 15 of 38 that 22 were found, right? 23 A. Yes. 24 Q. Okay. And they're saying it's 25 virtually the same as Hammondsville, right?</p>

<p style="text-align: right;">Page 134</p> <p>1 A. Well, obviously, they were taking it 2 from the areas that were asbestos free to meet that. 3 Q. I'm so sorry, where does it say that? 4 A. You know, it doesn't say that. 5 Q. It doesn't, alright. 6 A. I'm happy to give that information 7 and explanation later. 8 Q. Okay. Alright. You can set that 9 aside, sir, or are you ready to turn to the next 10 page. 11 This will be 9 May 1974. So it's 12 Exhibit 2525. So May 9th, 1974. If you would turn 13 to that, sir. 14 You found that? 15 A. Yes. 16 Q. Okay. And by the way, what McCrone 17 said in their 1974 survey was that the talc they'd 18 sampled, all of it, was suitable for use in the 19 cosmetic products, correct? 20 A. Did they state that, specifically, 21 or -- for every one of those core samples? 22 Q. The sample was of the Argonaut ore 23 body, right? 24 A. The ore body, yes. 25 Q. It says, "It has concluded the ore</p>	<p style="text-align: right;">Page 136</p> <p>1 A. Yes. You're reading what they wrote. 2 Q. Of course, it's not free of 3 asbestiform minerals, is it? 4 A. Certain areas would be avoided. 5 Q. Right. But look, it's interesting 6 what they say in their conclusion. This is McCrone 7 again, is it not? 8 A. It's McCrone -- it's a McCrone 9 memorandum, yes. 10 Q. Yes. They say, "Based on it's 11 freedom from asbestiform minerals," and they're 12 talking about the whole ore body? 13 A. They talk about the whole ore body, 14 yes. 15 Q. But it's not free of asbestiform 16 minerals? 17 A. No, there are areas that you would 18 not use. 19 Q. Does it say that? 20 A. That's just the way that the miners 21 and the geologists work. 22 MR. PANATIER: Objection. 23 Nonresponsive, your Honor. 24 A. It does not say that, no, it does 25 not.</p>
<p style="text-align: right;">Page 135</p> <p>1 body is of suitable quality for the manufacture of 2 high-grade cosmetic and toiletry products," correct? 3 A. That's what they wrote. 4 Q. They didn't say "the clean part," 5 right? 6 A. They didn't say that. 7 Q. They didn't say the "south part" or 8 the "east part, did they? 9 A. They didn't say that, no. 10 MS. SULLIVAN: Your Honor, in the 11 interest of completeness, I ask that Counsel read 12 the back page that he hasn't shown the witness. 13 MR. PANATIER: What page? 14 MS. SULLIVAN: The back page. 15 MR. PANATIER: Okay. 16 BY MR. PANATIER: 17 Q. "It is our conclusion based on the 18 platyness of the material and its freedom from 19 asbestiform minerals that the ore body would be 20 suitable for use in high-quality cosmetic toiletry 21 products." Isn't that what we just said? 22 A. Yes, it's free from asbestiform 23 minerals. You're reading what they wrote. 24 Q. Wait, hold it, hold it. 25 That's what we just said, right?</p>	<p style="text-align: right;">Page 137</p> <p>1 MR. PANATIER: Move to strike. 2 THE COURT: That part of the response 3 that was not in direct response to the question is 4 stricken. The last sentence is responsive. 5 BY MR. PANATIER: 6 Q. Okay. So you have -- have you found 7 the May 9, 1974 document? 8 A. Yes. 9 Q. Okay. This is another report of talc 10 ores and products from the Argonaut ore body from 11 McCrone, right? 12 A. It is, yes. 13 MR. PANATIER: Okay. We offer this 14 into evidence, 2525. 15 MS. SULLIVAN: No objection. 16 THE COURT: Admitted. 17 (Plaintiff's Exhibit 2525 was moved 18 into evidence.) 19 BY MR. PANATIER: 20 Q. They looked at six samples, right? 21 A. Yes. 22 Q. And they marked them "ore" and 23 "product," meaning one is ore coming into the 24 beneficiation process, one is the product coming out 25 of it; is that right?</p>

<p style="text-align: right;">Page 138</p> <p>1 A. Yes.</p> <p>2 Q. Let's just look at some of the</p> <p>3 results. In 6/6/14 ore they say that they found</p> <p>4 nine small chrysotile fibers, right?</p> <p>5 A. Yes.</p> <p>6 Q. They didn't find any asbestiform</p> <p>7 amphiboles, just chrysotile, true?</p> <p>8 A. You read what is reported.</p> <p>9 Q. Now, well, here, let's look at the</p> <p>10 next one, "product." You see where it says,</p> <p>11 "electron microscopical examination showed three</p> <p>12 fibers which bore an exact resemblance to chrysotile</p> <p>13 but no conclusive electron diffraction pattern could</p> <p>14 be obtained. In addition, three other small</p> <p>15 chrysotile fibers were found which did give</p> <p>16 diffraction patterns, no amphiboles," right?</p> <p>17 A. Yes.</p> <p>18 Q. They found chrysotile asbestos in the</p> <p>19 product of the beneficiation process, right?</p> <p>20 A. From -- yes, yeah.</p> <p>21 Q. Alright. So, after it's floated,</p> <p>22 after it's beneficiated, they still found asbestos,</p> <p>23 right?</p> <p>24 A. Yes. And we've said that</p> <p>25 beneficiation will not remove --</p>	<p style="text-align: right;">Page 140</p> <p>1 nonresponsive. I move to strike.</p> <p>2 A. I said I don't know.</p> <p>3 THE COURT: Everything short of "I</p> <p>4 don't know" has been stricken from the record.</p> <p>5 Q. The next document will be</p> <p>6 September 6th, 1974.</p> <p>7 THE COURT: What was the date,</p> <p>8 Counsel?</p> <p>9 MR. PANATIER: September 6th, 1974</p> <p>10 and the Exhibit No. is 2536.</p> <p>11 BY MR. PANATIER:</p> <p>12 Q. Let me know once you've located that,</p> <p>13 Dr. Hopkins.</p> <p>14 A. Yeah, we have it.</p> <p>15 Q. You got it?</p> <p>16 A. Yes.</p> <p>17 Q. This is a letter to the FDA from</p> <p>18 Johnson & Johnson, right?</p> <p>19 A. Yes.</p> <p>20 MR. PANATIER: We offer this into</p> <p>21 evidence.</p> <p>22 MS. SULLIVAN: No objection.</p> <p>23 THE COURT: Admitted.</p> <p>24 (Plaintiff's Exhibit 2536 was moved</p> <p>25 into evidence.)</p>
<p style="text-align: right;">Page 139</p> <p>1 Q. Right.</p> <p>2 A. -- asbestiforms.</p> <p>3 Q. And J&J's always known that, right?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Here it says, "The results of</p> <p>6 extensive light and electron microscopical</p> <p>7 examination of three Argonaut talc core samples and</p> <p>8 three product samples produced from these ores so</p> <p>9 that the Argonaut ore body, in general, produces a</p> <p>10 good quality platy talc with low content of rolltop</p> <p>11 fibers. Only ARX66-14 ore and product showed any</p> <p>12 evidence of asbestos contamination."</p> <p>13 They're put unequivocal there, right, that's</p> <p>14 asbestos, right?</p> <p>15 A. That's what is written.</p> <p>16 Q. "Which is estimated at less than 1 to</p> <p>17 2 parts per million for the ore and less than one</p> <p>18 half to one part per million for the resulting</p> <p>19 product," right?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Did this go to the FDA?</p> <p>22 A. I don't know. I mean, this was never</p> <p>23 used at that time as a cosmetic product. It was an</p> <p>24 industrial product.</p> <p>25 MR. PANATIER: Objection, your Honor,</p>	<p style="text-align: right;">Page 141</p> <p>1 BY MR. PANATIER:</p> <p>2 Q. September 6th, 1974. They say to Dr.</p> <p>3 Schaffner, they've done another calculation. It</p> <p>4 says, "The calculation shows that a substantial</p> <p>5 safety factor can be expected with talc containing</p> <p>6 1 percent by weight asbestos fibers," right?</p> <p>7 A. That was their response.</p> <p>8 Q. "WW" by the way, that just means</p> <p>9 "weight for weight," right?</p> <p>10 A. Yes.</p> <p>11 Q. "Therefore, methods capable of</p> <p>12 determining less than 1 percent in talc are not</p> <p>13 necessary to assure the safety in cosmetic talc,"</p> <p>14 right?</p> <p>15 A. That was their opinion in 1974.</p> <p>16 Q. So what they're saying is, if methods</p> <p>17 are going to be developed, we don't need anything</p> <p>18 that goes below 1 percent, right?</p> <p>19 A. Well, that was the opinion in 1974.</p> <p>20 Q. But Johnson & Johnson knew if certain</p> <p>21 methods were used such as TEM, that asbestiforms,</p> <p>22 chrysotile or amphiboles could be found but at less</p> <p>23 than 1 percent, right?</p> <p>24 A. Yes. And J&J were using TEM.</p> <p>25 Q. So Johnson & Johnson knew that if you</p>

<p style="text-align: right;">Page 142</p> <p>1 looked down to a smaller percentage, you could see 2 it, right, by TEM? 3 A. Yeah, they've been using TEM since 4 '72. 5 MR. PANATIER: Objection, 6 nonresponsive, your Honor. 7 A. Yes. 8 THE COURT: The objection is 9 sustained. 10 A. Your answer is, yes. 11 THE COURT: Dr. Hopkins, could I 12 please ask that you answer only the question being 13 asked. Counsel for Johnson & Johnson will have an 14 opportunity to ask questions later. 15 THE WITNESS: My apologies, your 16 Honor. 17 THE COURT: Thank you. 18 BY MR. PANATIER: 19 Q. Yet the same year, 1974, they're 20 telling the FDA, we only need a method that goes -- 21 I'm sorry. 22 (There is a discussion off the 23 record.) 24 Q. They're telling the FDA, we only need 25 a method that goes down to 1 percent; is that true?</p>	<p style="text-align: right;">Page 144</p> <p>1 MS. SULLIVAN: It's already in 2 evidence. 3 THE COURT: It's already in. 4 BY MR. PANATIER: 5 Q. Okay. So here's the -- here's the 6 document. We've already established that at this 7 time only Hammondsville is the only cosmetic ore 8 body, correct? 9 A. The only cosmetic ore body. 10 Q. Right. 11 A. Yes. 12 Q. Right. 13 A. Yes. 14 Q. And they're looking at 29 talc 15 samples, right? 16 A. Yes. 17 Q. And they found asbestos in them, 18 right? 19 A. Yes. 20 Q. Oh, by the way, we haven't seen this 21 fella's name yet, Vern Zeitz. 22 He was R&D director at Windsor Minerals, 23 right? 24 A. Yes. 25 Q. And I didn't put him on my list here</p>
<p style="text-align: right;">Page 143</p> <p>1 A. That was what was written in 1974. 2 Q. So that's to the FDA. So that goes 3 in the outbox. 4 Let's look at July 1st, 1975. You 5 know that McCrone was finding asbestos in the 6 Hammondsville ore body in 1975, do you not? 7 A. I don't know. I'd need to refresh my 8 mind on that one. 9 Q. Okay. Well, look at July 1st, 1975, 10 please. That's already in evidence and it's 11 Exhibit 2053. 12 Have you found July 5th, 1975? 13 A. Yes, yes, yes. 14 Q. I've shown you that document, at 15 least, two or three times before, have I not? 16 A. July 1st, 1975? 17 Q. July 1st. 18 A. Yes, I have that. 19 Q. 1975. 20 A. Yeah. 21 MR. PANATIER: We offer this in 22 evidence. 23 MS. SULLIVAN: No objection. 24 MR. PANATIER: It's 2053. It might 25 already been.</p>	<p style="text-align: right;">Page 145</p> <p>1 because he didn't fit and he was "Z." So let's add 2 him. Let's add him by Miller because he was at 3 Windsor Minerals. So we're going to put "Zeitz, 4 head of R&D." 5 Okay. They found confirmed asbestos 6 in a number of these samples, right? 7 A. In the samples that were reported, 8 yes. 9 Q. Right. And let's just focus on HC. 10 Okay. So they found 1, 2, 3, 4, 5 results 11 for confirmed asbestos in the HC, correct? 12 A. Yes. 13 Q. And that's in the fines, right? 14 A. Yes. 15 Q. Because what they did here is they 16 actually did a separation technique, right, where 17 they put the powder into a test tube and they 18 sonicated it, right, which we talked about 19 yesterday, which separated out the fines from the 20 sediment, right? 21 A. Yes. 22 Q. That's a bit -- that's sort of like a 23 concentration technique, you can concentrate one 24 fraction away from another, right? 25 A. Yeah, a bit like centrifuging, yes.</p>

<p style="text-align: right;">Page 146</p> <p>1 Q. Yeah. If then you go to the next 2 page, they have the sediment. And for HC one, two 3 -- two of those are the HC, right, in the sediment? 4 A. Two of those are at HC. 5 Q. So they were able to -- I think it 6 says right here on the front page, they say, "In 7 examining the samples, we kept a running tabulation 8 of the asbestos which we could positively identify 9 the total fiber content in the organic material 10 present in each sample. These are listed 11 qualitatively as zero for none found, low for one to 12 three fibers found, medium for four to eight fibers, 13 high and very high. In no case did the asbestos 14 content exceed medium." 15 My first question here is, did this 16 go to the FDA? 17 A. I don't know. 18 Q. Have you seen any evidence that it 19 actually did? 20 A. I've not seen evidence that it did or 21 that it did not. So my answer is the same. I don't 22 know. 23 Q. Now, there was a followup report on 24 this one in November. So if you'll turn to November 25 5th, 1975. This is also in evidence, November 5th,</p>	<p style="text-align: right;">Page 148</p> <p>1 where they say that when they suspend the fines it's 2 more sensitive to the presence of amphibole than 3 looking in the sediment, right? 4 A. Yeah, you're reading what is written. 5 Q. So they had a way to sort of separate 6 out the different particles, fines versus sediment, 7 and they had a more sensitive way to look for the 8 asbestos, right? 9 A. That is the impression we get, yes. 10 Q. Do you know that they ever did this 11 again? 12 A. McCrone? 13 Q. Yeah, that they ever did this type of 14 technique to look for the asbestos after November of 15 1975? 16 A. I don't know. 17 Q. Okay. 18 A. Don't know. 19 Q. And on the back, fibers of asbestos 20 we've got HC. Let's look at HC 1, 2, 3, 4, right? 21 A. Yes. 22 Q. And that's in the fines. And then 23 five, looks like five, right, a total if you include 24 the sediment, right? 25 A. Yes.</p>
<p style="text-align: right;">Page 147</p> <p>1 1975. 2 "This letter will supplement our 3 report of July 1st on a series of talc or samples 4 which we've analyzed for you. Table 1 shows the 5 actual fiber counts and the approximate equivalent 6 concentration in parts per million of the amphibole 7 particles which we found in these samples." 8 So these were amphibole asbestos they found, 9 correct? 10 A. They're described as amphiboles, yes. 11 Q. Right. It was amphibole asbestos 12 they found? 13 A. Well, that was the heading that -- 14 yeah, they've described it under the heading of 15 "fibers of asbestos." 16 Q. Right. 17 A. And described them as amphiboles. 18 Q. By the way, it doesn't say "fibrous 19 asbestos," it says "fibers of asbestos," right? 20 A. That is what is written. 21 Q. They said some of them seemed rather 22 high, one at 10 and one had 9 amphiboles. Most of 23 these come in bundles of 1, 2 or 3 fibers with 24 anywhere from 2 to 5 amphiboles in a bundle. 25 And here they're describing their suspension</p>	<p style="text-align: right;">Page 149</p> <p>1 Q. And the highest result was this one 2 that had ten and that was marked HC? 3 A. Yes. 4 Q. Okay. "HC" you know is Hammondsville 5 Cosmetic, correct? 6 A. No. 7 Q. It's not, okay. So help me out then 8 so we can figure out what it means. I'll put it in 9 green. "HC," so I say it means "Hammondsville 10 Cosmetic" but you're the company, you tell me what 11 it is means. What does that stand for? 12 A. The designation HC -- 13 Q. Uh-huh, right, I'm ready. 14 A. -- is applied to both industrial 15 talcs and to cosmetic talcs. 16 Q. Well, I'm asking what it stands for. 17 What does "HC" stand for? 18 A. I've never ever seen a key or a 19 breakdown as to what "HC" stands for. 20 Q. Okay. This is already in evidence as 21 Exhibit 2840 and I've shown you this before. 22 January 14, 1975. Do you see that? 23 A. Yes. 24 Q. The samples represented both the 25 industrial materials produced at Gassetts, GI, the</p>

<p style="text-align: right;">Page 150</p> <p>1 West Windsor, WI, mill sites and the ores used in 2 the cosmetic production "HC," right? 3 A. That's what I said a minute ago. HC 4 can mean cosmetic ores, but it's, also, a 5 designation for industrial talcs. 6 Q. Well, for this they're saying it's 7 the cosmetic talc, right, they're not saying it's 8 industrial, are they? 9 A. On that particular memo. 10 Q. Yes. 11 A. That's what they said. On that day 12 they shipped that product and that was the 13 designation they used on that day. 14 Q. Oh, okay. So they would have only 15 used it on that day. Let's just be clear. Look, 16 this was for six months of work. 17 A. Okay. Okay. 18 Q. They said HC was the cosmetic 19 production, right? 20 A. On that -- on that particular memo, 21 yes, on that -- written on that day. 22 Q. Fine. This next document is dated 23 May 24, 1976, if you'll turn to that. It just says 24 '76. So I'll help you find it. Because it will be 25 near the front. Here it is.</p>	<p style="text-align: right;">Page 152</p> <p>1 quick answer." We know that's true. "I've just now 2 received the answer to your request of March 26, 3 1976. You are hereby granted permission to disclose 4 data resulting from your tests on our samples. The 5 samples which are relevant to the production and 6 sale of cosmetic talcs in the US and Canadian 7 markets are those bearing the letters HC as part of 8 their prefix," correct? 9 A. Yes, you read what is written. 10 Q. Right. He's not saying one time for 11 one sample, is he? 12 A. On that memo date on May 24, 1976 he 13 is instructing -- 14 MR. PANATIER: I'm going to object to 15 nonresponsive, your Honor. 16 THE COURT: Let him finish the 17 answer. 18 Go ahead, Doctor. 19 THE WITNESS: I'm sorry, I forgot the 20 question. 21 BY MR. PANATIER: 22 Q. Yeah. At that time he is saying that 23 the cosmetic production, the cosmetic talcs, are 24 designated HC, correct? 25 A. Yes, and that's what I was saying.</p>
<p style="text-align: right;">Page 151</p> <p>1 A. Thank you. 2 Q. No problem. Sir, this is a letter 3 from Roger Miller, the president of Windsor 4 Minerals, to McCrone, right? 5 A. Yes. 6 Q. Dated May 24th, '76, true? 7 A. Yes. 8 Q. And you've seen this before? 9 A. Yes. 10 MR. PANATIER: Okay. We offer this 11 into evidence, Plaintiff's Exhibit 3083. 12 MS. SULLIVAN: No objection, your 13 Honor. 14 THE COURT: Admitted. 15 (Plaintiff's Exhibit 3083 was moved 16 into evidence.) 17 BY MR. PANATIER: 18 Q. This is a letter where he writes, 19 Roger Miller now, Windsor Minerals, so he knows what 20 the designation is for the products they use, right? 21 A. Well, yeah, I would hope so. 22 Q. You'd "hope so." He's the president 23 of the mining company, right? 24 A. Yes. 25 Q. He says, "never ask a lawyer for a</p>	<p style="text-align: right;">Page 153</p> <p>1 On that time, that date, that's what he was saying. 2 Q. Well, he doesn't restrict to it to 3 any date, sir, does he? 4 A. Well, I was quoting from the memo 5 which is May 24th. So he's saying on -- he wrote a 6 memo on May 24th saying those results you've got 7 designated HC, those are the ones that you're going 8 to look at. 9 Q. Right. You're testings, right? 10 A. Yes. 11 Q. Your tests? 12 A. Yes. 13 Q. He doesn't say one test at one time. 14 He said if you want the cosmetic tests, it's the 15 ones bearing the letters "HC," right? 16 A. That's what he wrote on May 24th, 17 yes. 18 Q. Do you agree -- can we agree on this 19 -- and I bet we can -- that Hammondsville Cosmetic, 20 if you just take the first letters of each one, 21 that's "HC," can we agree on that? 22 A. Yeah, that's -- that's -- yeah, H and 23 C, yeah. 24 Q. Right, okay. 25 A. But --</p>

<p style="text-align: right;">Page 154</p> <p>1 Q. Well, hold on. 2 A. I'll shut up. 3 Okay. So now we have the memo from 4 1975 that says, "The cosmetic production is HC." 5 We have one the next year that is 6 unrestricted in time that says, "the cosmetics was 7 HC," correct? 8 A. We do. 9 Q. Okay. This next one is just dated 10 1977. And I can help you find that if you need it. 11 It should be at the front of the 77s. Yeah, right, 12 here. It's probably where it starts. I'm just 13 going to let you look at it. 14 Okay. So take a look at that. Is 15 that dated November 4th, 1977? 16 A. It is, yes. 17 Q. And that's from Vernon Zeitz to Ian 18 Stewart at McCrone? 19 A. Yes. 20 Q. Okay. Thank you. 21 MR. PANATIER: We offer this into 22 evidence, your Honor, as Exhibit 3121. 23 MS. SULLIVAN: No objection. 24 THE COURT: I'm sorry, which one is 25 it?</p>	<p style="text-align: right;">Page 156</p> <p>1 Q. Right. So you have Gassetts 2 Industrial, right? 3 A. Yes. 4 Q. And then you have Hammondsville 5 Cosmetic grade ore "HC," right? 6 A. Yes, on that particular memorandum, 7 yes. 8 Q. Okay. Alright. This next one is -- 9 it is missing the tag on that one. This one is -- 10 says 1978. You should only have 1 or 2 tabs that 11 just say 1978. 12 It might be in Binder 3. Let me help 13 you get it. Yeah, here it is. Here you go. 14 MR. PANATIER: It's the first 15 document, your Honor, in Binder 3. 16 THE COURT: Sure. 17 BY MR. PANATIER: 18 Q. So that's a Windsor Minerals memo, 19 correct? 20 A. Yes. The answer is yes. 21 Q. Sorry? 22 A. The answer is yes. 23 Q. Starting, "asbestiform mineral 24 analysis sampling procedure for Hammondsville 25 Cosmetic ore," right?</p>
<p style="text-align: right;">Page 155</p> <p>1 MR. PANATIER: 3121; 1977, 2 November 4, 1977. It's this one. It may have been 3 left out of the binders. 4 THE COURT: Okay, thank you. 5 (Plaintiff's Exhibit 3121 was moved 6 into evidence.) 7 BY MR. PANATIER: 8 Q. So we have '74 was our first one. 9 '76 was our second one. Now we have '77. "Enclosed 10 you will find our next series of samples for 11 asbestiform analysis via TEM in conjunction with 12 your discussions with Roger Miller." 13 And if you look at the back side of it, 14 you've got "Columbia Mill" composite, right? 15 A. Yes. 16 Q. Columbia Mill was industrial, right? 17 A. It was one of several, yes. 18 Q. Right. So you have "CI," right? 19 A. Yes. 20 Q. Columbia Industrial, right? 21 A. I don't know what it stands for but 22 Columbia was one of the industrial mines. 23 Q. Gassetts was industrial, right? 24 A. It was a milling operation for 25 industrial.</p>	<p style="text-align: right;">Page 157</p> <p>1 A. Yes. 2 Q. Okay. And you can see they're 3 summarizing the sampling? 4 A. Yes. Sorry, I said yes. 5 MR. PANATIER: By the way, this is 6 Exhibit 3224. We offer it, your Honor. Sorry. 7 MS. SULLIVAN: No objection. 8 THE COURT: Admitted. 9 (Plaintiff's Exhibit 3224 was moved 10 into evidence.) 11 BY MR. PANATIER: 12 Q. So they go through the sampling 13 procedure and they see under the Hammondsville 14 Cosmetic ore they reference 16 HC composite samples, 15 right? 16 A. They do, yes. 17 Q. Right? And then they have a separate 18 section for industrial grade talcs, correct? 19 A. They do in that memo, yes. 20 Q. Okay. So now we've seen '78, '77, 21 '76, '75 where Hammondsville Cosmetic is "HC," 22 right, every single time, right? 23 A. On those memos, yes. 24 Q. Now, that is not to say that they 25 didn't also mine the Hammondsville -- I'm going to</p>

<p style="text-align: right;">Page 158</p> <p>1 draw a mine real fast, okay. 2 So here's the Hammondsville mine, okay, 3 Hammondsville. They mine the cosmetic talc out of 4 Hammondsville, correct? 5 A. Yes. 6 Q. That's not to say that they didn't 7 also pull some out and sell it as roofing talc, 8 correct? 9 A. Yes. 10 Q. They did that, right? 11 A. Yes. And they occasionally, if I 12 may, mix it with material from the other mines, the 13 Columbia mine and the Clifton mine. 14 Q. Well, we'll, get into that. The 15 Clifton mine wasn't in operation in 1975, was it? 16 A. I believe it was. It was a short 17 period when it was shut down. But there were other 18 mines, the Chester mine and the Blackbear. 19 Q. I was asking you about Clifton. 20 A. Clifton. There was a short period it 21 was shut down. 22 Q. Okay. So roofing talc, right? 23 A. Yes. 24 Q. You call that industrial? 25 A. It is, yes.</p>	<p style="text-align: right;">Page 160</p> <p>1 THE COURT: That's okay. Don't worry 2 about it. 3 BY MR. PANATIER: 4 Q. Okay. So I'll just show -- you see 5 that this is a FDA response to a FOIA request? 6 Right there? 7 MS. SULLIVAN: It looks like it's -- 8 (INAUDIBLE.) 9 THE COURT: I'm sorry, is that an 10 objection? 11 MS. SULLIVAN: No, your Honor, it's 12 just it looks like it's not FDA but another 13 government. 14 MR. PANATIER: Oh, I'm sorry, that's 15 absolutely correct, it's -- 16 THE WITNESS: US Department of Labor. 17 BY MR. PANATIER: 18 Q. US Department of Labor, right? 19 A. Yeah. 20 Q. I'm sorry. We're so used to the FDA 21 here. 22 MR. PANATIER: Your Honor, I'm just 23 going to offer this into evidence. 24 MS. SULLIVAN: No objection. 25 THE COURT: Admitted.</p>
<p style="text-align: right;">Page 159</p> <p>1 Q. Right? 2 But if it was roofing talc from 3 Hammondsville, it was coming from the same place the 4 cosmetic was coming from, from Hammondsville, 5 correct? True? 6 A. From the same mine, yes. 7 Q. Yes. 8 A. Yes, yes, yes. 9 (There is a discussion off the 10 record.) 11 MR. PANATIER: We're going to put the 12 November 5, '75 confirmed asbestos and the July 1st, 13 '75 fibers of asbestos in the inbox. 14 MS. SULLIVAN: Objection, lacks 15 foundation. 16 MR. PANATIER: I was asked yesterday 17 to state where they were going. That's all I'm 18 doing. 19 THE COURT: Objection overruled. 20 MR. PANATIER: Okay. 21 (There is a discussion off the 22 record.) 23 MR. PANATIER: Alright, this will be 24 Exhibit 3051. Your Honor, I don't think I have 25 another copy of it.</p>	<p style="text-align: right;">Page 161</p> <p>1 (Plaintiff's Exhibit 3051 was moved 2 into evidence.) 3 Q. So we've got the cover sheet where we 4 get the documents from the Department of Labor. And 5 there's only one part I'm interested on in this. 6 Do you see that it says it looks at some 7 mining companies and one of those is -- it says, 8 "Johnson & Johnson Division Windsor Minerals, Inc.," 9 right? 10 A. Yes. 11 Q. And it says, "number of employees." 12 It says, "Argonaut, Frost Bite, Gassetts Mill, 13 Hammondsville Mine, West Windsor Mill," right? 14 A. Yes. 15 Q. And it doesn't list any employees for 16 Clifton, does it? 17 A. On what date was that? 18 Q. Right down here if you look. "We 19 already gave this info to Dr. Peters 6/11/74," 20 correct? 21 A. It doesn't list them, no, no. 22 Q. So the mine is not running if it 23 doesn't have employees, right? 24 A. I did say it was closed for a short 25 period.</p>

<p style="text-align: right;">Page 162</p> <p>1 Q. Correct, okay. 2 (There is a discussion off the 3 record.) 4 Q. This will be Exhibit 2581. And this 5 is dated November 15th [sic], 1975, sir. This is 6 probably going to be in your second binder. 7 A. November the? 8 Q. The 19th. 9 A. The 19th. That's it. Got it. 10 Q. Okay, great. 11 This is another memo from McCrone to 12 Windsor Minerals, right? 13 A. It is, yes. 14 MR. PANATIER: Okay. We offer this 15 into evidence, 2581, your Honor. 16 MS. SULLIVAN: No objection. 17 THE COURT: Admitted. 18 (Plaintiff's Exhibit 2581 was moved 19 into evidence.) 20 BY MR. PANATIER: 21 Q. This is just another testing result, 22 correct, where they looked at 24 talc ore samples, 23 right? 24 A. Yes. 25 Q. Dated 9/2/75, for asbestiform</p>	<p style="text-align: right;">Page 164</p> <p>1 A. I don't know what this individual 2 wrote in 1975. He wrote what he wrote, you know. 3 I'm not going to argue over it, so... 4 Q. Well, because you told me like when I 5 put up Johnson & Johnson's definitions, you say, oh, 6 no, it has to say it's asbestiform. Well, they're 7 saying it here. Is it asbestos? 8 A. He says "asbestiform." 9 Q. Is it asbestos? 10 A. That would be my interpretation. 11 Q. Did this go to the FDA? 12 A. I don't know. I don't know what 13 these talcs were. 14 Q. Well it says "HC," right? 15 A. It says "HC," yes. 16 Q. And we know that there are some memos 17 you've shown me and that we've gone through, where 18 they reference "HC" as roofing talc, right, that we 19 know is taken out of Hammondsville Cosmetic, 20 correct? 21 A. "HC" can mean industrial talcs. 22 Q. Right, the roofing talcs were 23 industrial, correct? 24 A. They were, yes. 25 Q. Okay, alright. Let's do -- let's go</p>
<p style="text-align: right;">Page 163</p> <p>1 minerals, right? 2 A. Yes. 3 Q. They say, "In the entire series, we 4 found only two asbestiform fibers, both amphiboles. 5 One in sample N1 HC of a size equivalent to a 6 concentration of, approximately, .1 parts per 7 million and one at sample 01 HC equivalent to, 8 approximately, .3 parts per million," correct? 9 A. Yes. 10 Q. Okay. So, again, these are two more 11 results for asbestiform, as they call it, which is 12 asbestos, by the way, right? 13 A. I wouldn't disagree with what we have 14 there. It doesn't say "asbestos." 15 Q. If it says -- sorry. 16 A. We can only read what it says. 17 Q. Just to be clear, Johnson & Johnson 18 agrees, if it says asbestiform, it's asbestos, 19 right? 20 A. That would be the -- that would be 21 the approach today, yes. I don't know what they 22 meant in 1975. But that would be the approach 23 today. I would agree today if I read that. 24 Q. So are you saying you don't know what 25 that was in --</p>	<p style="text-align: right;">Page 165</p> <p>1 to December and skip that one. Go to December 15. 2 December 15, 1977, please sir. 3 (There is a discussion off the 4 record.) 5 Q. Alright. Sir, have you found 6 December 15, 1977? 7 A. Yes. 8 Q. Is that a document from the -- well, 9 does it look like this? Yeah. 10 A. Yeah. 11 Q. That's it. 12 This is a document from Mountain 13 States Research and Development in Tucson, Arizona 14 dated December 15, 1977 with the Johnson & Johnson 15 Bates Stamp on it, correct? 16 A. Yes. 17 MR. PANATIER: Okay. We offer this 18 into evidence, your Honor. 19 MS. SULLIVAN: No objection. 20 THE COURT: Admitted. 21 (Plaintiff's Exhibit 2669 was moved 22 into evidence.) 23 Q. It says -- 24 THE COURT: What is the marking on 25 the document?</p>

<p style="text-align: right;">Page 166</p> <p>1 MR. PANATIER: Sorry. 2669, your 2 Honor, Exhibit 2669. 3 THE COURT: Thank you. 4 BY MR. PANATIER: 5 Q. And you see it's prepared for Windsor 6 Minerals? 7 A. Yes. 8 Q. And, in fact, the title is, 9 "Mineralogical Investigation of Three Main 10 Contaminating Rock Types in a Talc Deposit of 11 Windsor, Vermont." 12 So we know this is Windsor's talc. This is 13 the talc that is being mined by Windsor which is 14 owned by Johnson & Johnson, correct? 15 A. Well, I don't know which mine this 16 relates to. It only says "of the talc deposit of 17 Windsor, Vermont." 18 Q. Johnson & Johnson owns Windsor 19 Minerals? 20 A. Yes, they -- 21 Q. Right? 22 A. Yes. 23 Q. So, if it's any talc being mined by 24 Windsor, then it's something Johnson & Johnson owns? 25 A. Oh, I see, okay. I was thinking</p>	<p style="text-align: right;">Page 168</p> <p>1 opaques," right? 2 A. Yes, that's what's written. 3 Q. "The talc is associated mostly with 4 chloride, muscovite, hydromica, biotite, calcite and 5 tremolite," right? 6 A. That's what's written. 7 Q. Alright. Let's just look at what 8 they say for those. "Actinolite, tremolite, zoisite 9 and apatite are only trace minerals in the samples. 10 Tremolite is the only mineral of the above-mentioned 11 ores which occur in minor amounts, four volume 12 percent Sample B. It also present in Sample A in 13 trace amount accompanied by actinolite. Tremolite 14 actinolite occurs in long prismatic needles." 15 I know we've seen references to needles a 16 number of times by now, correct? 17 A. We have. 18 Q. Okay. And then it talks about the 19 grain size of tremolite and actinolite. 20 Then on the very back page, it just 21 gives us the percentages, tremolite actinolite in 22 two of the samples, trace and 4 percent, right? 23 A. On that particular examination of the 24 rocks, yes. 25 Q. Okay. Now, in fairness -- in</p>
<p style="text-align: right;">Page 167</p> <p>1 Windsor is actually a place, that's where the mines 2 are, in that location. 3 Q. You see here where it says, 4 "Mineralogical investigation three main 5 contaminating rock types the talc deposit of 6 Windsor, Vermont," right? 7 A. Yes, I'm thinking that's Windsor, 8 Vermont's place. 9 Q. Okay. Is it your testimony that that 10 would not include Hammondsville, it would not 11 include Argonaut? 12 A. It might do, yeah. It might do. 13 Q. Okay. Okay. Well, let's see what it 14 says. 15 A. Yeah. 16 Q. Right. They said, "Purpose, to 17 determine the mineral composition of the samples in 18 particular respect to the transparent and opaque 19 contaminates intergrown with talc." 20 Under "mineralogy" it says, "Talc is the 21 second most abundant mineral in the samples." Oh, 22 I'm sorry, just before that. 23 "Both chlorites are intergrown with other 24 minerals such as talc, muscovite, hydromica, 25 biotite, tremolite, apatite, rutile and other</p>	<p style="text-align: right;">Page 169</p> <p>1 fairness, there are other talc deposits around the 2 ones that Johnson & Johnson was mining in Vermont, 3 correct? 4 A. Yes, as I recollect, there were 5 something like 50 mines in the State of Vermont. 6 Q. Sure. It was talc heavy, right? 7 A. Yes. 8 Q. The reason I'm asking you about it is 9 Johnson & Johnson, of course, had this, correct, do 10 you see that Bates Stamped? 11 A. Yes. 12 Q. Okay. And there's an RVZ, Vern 13 Zeitz, right? 14 A. Yes. 15 Q. Okay. So this is something that 16 Johnson & Johnson certainly had, correct? 17 A. Yes. 18 Q. Okay. In fairness, it doesn't 19 specify the exact mines that were being sampled, 20 true? 21 A. No, it doesn't, no. 22 MR. PANATIER: Your Honor, one more 23 document and then lunch break? 24 THE COURT: Sure. 25 (There is a discussion off the</p>

<p style="text-align: right;">Page 170</p> <p>1 record.)</p> <p>2 BY MR. PANATIER:</p> <p>3 Q. The next one should be dated March 2,</p> <p>4 March 2, '87. So that's probably going to be three</p> <p>5 or four. Let me help you.</p> <p>6 A. Uh-huh.</p> <p>7 Q. This is three. Yeah, it will be at</p> <p>8 the tail end of three. And this is Exhibit 2723.</p> <p>9 A. March 4th, '87?</p> <p>10 Q. This is March 2, '87.</p> <p>11 A. March 2, '87, got it.</p> <p>12 Q. You see that it's entitled</p> <p>13 "Mineralogical Report"?</p> <p>14 A. Yes.</p> <p>15 Q. Have you seen this document before?</p> <p>16 A. I don't think I have, no.</p> <p>17 Q. You and I can then decide if it's</p> <p>18 relevant, okay?</p> <p>19 So you can see it says, "subject,</p> <p>20 microscopic examination of various flotation, high</p> <p>21 intensity magnetic static and Archimedes spiral</p> <p>22 separator products of Windsor talc," right?</p> <p>23 A. Yes.</p> <p>24 Q. Now, the "flotation," we know that's</p> <p>25 the cosmetic talc, right, they didn't float the</p>	<p style="text-align: right;">Page 172</p> <p>1 product," right?</p> <p>2 A. That's what's written.</p> <p>3 Q. Another reference to needles, right?</p> <p>4 A. Yes.</p> <p>5 Q. Now, they're talking about the</p> <p>6 Raymond Mill and that is the specific mill that was</p> <p>7 being used by Johnson & Johnson for the cosmetic</p> <p>8 talc, right?</p> <p>9 A. There was more than one Raymond Mill.</p> <p>10 Raymond Mill it's a brand name, made by the Raymond</p> <p>11 Company. And that mill is -- the ore went into</p> <p>12 powder. But they also milled industrial as well as</p> <p>13 cosmetic.</p> <p>14 Q. Okay. Were they using -- but to be</p> <p>15 clear, okay, so that's a machine?</p> <p>16 A. Yeah, it's a, you know, like a Ford</p> <p>17 car. It's a Raymond Mill.</p> <p>18 Q. Okay. Do you know whether or not</p> <p>19 they used the same mill for the cosmetic and the</p> <p>20 industrial?</p> <p>21 A. I do know and they did not,</p> <p>22 otherwise, that would be contamination. You'd avoid</p> <p>23 that.</p> <p>24 Q. Okay. Let's go to the next page</p> <p>25 tremolite. So, to be clear, Johnson & Johnson would</p>
<p style="text-align: right;">Page 171</p> <p>1 industrial, right?</p> <p>2 A. Correct.</p> <p>3 Q. And you can see that the purpose was</p> <p>4 "to determine any contaminating minerals in talc,</p> <p>5 concentrates and ore in particular respect to their</p> <p>6 tremolite content."</p> <p>7 Now, it doesn't say "tremolite asbestos,"</p> <p>8 does it?</p> <p>9 A. No. You read what is written.</p> <p>10 Q. But they did a specific test to find</p> <p>11 out if there was tremolite to determine the content,</p> <p>12 right?</p> <p>13 A. Someone did. I don't know who this</p> <p>14 -- I'm trying to find out who the author is, but</p> <p>15 there's no author.</p> <p>16 Q. Not all the documents that we got</p> <p>17 from Johnson & Johnson list the author.</p> <p>18 A. Okay.</p> <p>19 Q. On the second page under "Discussion"</p> <p>20 they're describing the preparation. They say, "In</p> <p>21 this thin sections the talc plates show preferred</p> <p>22 orientation according to one of the pseudohexagonal</p> <p>23 edges of the plate. This may cause some difficulty</p> <p>24 in the immediate recognition of needle-type minerals</p> <p>25 such as tremolite actinolite contaminating the talc</p>	<p style="text-align: right;">Page 173</p> <p>1 not want to mill the industrial with the cosmetic,</p> <p>2 fair?</p> <p>3 A. No, you keep them separate.</p> <p>4 Q. Okay. Tremolite as an iron-poor</p> <p>5 needle-type amphibole was detected only as to two or</p> <p>6 three small needles in the sand of the Raymond Mill</p> <p>7 feed and one needle in the fourth cleaner</p> <p>8 concentrate and tailings treated with sodium</p> <p>9 silicate and citric acid. Tremolite is present in</p> <p>10 the fines minus 100 plus 200 mesh in 6 volume</p> <p>11 percent as free needles in the loose grain mounds.</p> <p>12 It was detected only as two or three small needles</p> <p>13 in the other products such as the high intensely</p> <p>14 magnetic static belt and Archimedes spiral</p> <p>15 products." They found a lot of tremolite needles,</p> <p>16 fair?</p> <p>17 A. Well, they certainly -- they report</p> <p>18 finding needles, yes --</p> <p>19 Q. Okay.</p> <p>20 A. -- tremolite.</p> <p>21 Q. Throughout the process, right?</p> <p>22 A. Yeah. I don't know what product they</p> <p>23 were milling, though. It doesn't say, does it?</p> <p>24 Q. Well, this is flotation. We know</p> <p>25 it's cosmetic.</p>

<p style="text-align: right;">Page 174</p> <p>1 A. This looks like an experiment to me, 2 but they floated. Yes, they were doing a flotation. 3 Q. They didn't float the industrial, did 4 they? 5 A. Not in production, no, no. 6 Q. "Tremolite and serpentine are present 7 only in subtrace amounts in the flotation and other 8 separation products, right? 9 A. That's what's written. 10 Q. So the product still had the 11 tremolite, right? 12 A. Well, again, this looks to me like an 13 experimental study rather than production. 14 Q. And they -- they, certainly, did do a 15 lot of experiments. We'll see in 1974 where they do 16 an experiment to try to suppress the chrysotile 17 that's present in the ore, correct? 18 MS. SULLIVAN: Objection, foundation 19 it's argument. That's not what the document said. 20 THE WITNESS: They did many -- 21 THE COURT: Objection, overruled. 22 You can answer. 23 THE WITNESS: I'll say, correct, they 24 did many experiments over the years, many 25 experiments.</p>	<p style="text-align: right;">Page 176</p> <p>1 (Jury exits.) 2 THE COURT: Thank you. 3 We're off the record. I'll see 4 everyone at 1:30. 5 (There is a discussion off the 6 record.) 7 MR. PANATIER: Your Honor, can I just 8 offer 2723? 9 MS. SULLIVAN: No objection. 10 THE COURT: Ercilyn, back on the 11 record. 12 We're back on the record. 13 What are you offering into evidence? 14 2723. 15 THE COURT: And there is no 16 objection, so thank you. 17 (Plaintiff's Exhibit 2723 was moved 18 into evidence.) 19 (Lunch recess taken 12:27 to 1:37 20 p m.) 21 (Jury enters.) 22 THE COURT: Please be seated. Make 23 sure cell phones are turned off. 24 Whenever you're ready, Mr. Panatier, 25 you can continue.</p>
<p style="text-align: right;">Page 175</p> <p>1 BY MR. PANATIER: 2 Q. Okay, alright. And in fairness, when 3 we were talking about this volume of documents, some 4 are going to be experiments, right, and some will be 5 analysis of actual product, fair? 6 A. Yes. 7 Q. Okay. What this does and we'll look 8 into it a little bit more after the break. But what 9 this does is it's yet more proof that to the extent 10 there's tremolite or actinolite needles present, it 11 is not removed by flotation, correct? 12 A. Yes, I would never disagree with 13 that. 14 Q. Alright. 15 MR. PANATIER: Your Honor, I think 16 it's good time. 17 THE COURT: Members of the jury, 18 we're going to take a lunch break now. Leave your 19 notebooks here. Remember to wear juror badges where 20 are they visible. No discussions with regard to 21 this case, including testimony you've just heard, no 22 research of any kind whatsoever. 23 Enjoy your lunch. Be ready to come 24 back upstairs at 1:30. Thank you. 25 THE COURT OFFICER: Jury exiting.</p>	<p style="text-align: right;">Page 177</p> <p>1 MR. PANATIER: Thank you, your Honor. 2 Good afternoon, everybody. 3 BY MR. PANATIER: 4 Q. Okay. So, before we left for lunch, 5 sir, we were talking about that research that was 6 done by Mountain States Research in Arizona. Do you 7 recall that? 8 A. I do. 9 Q. And you had brought up that there 10 might be some other mines in or around Windsor, 11 Vermont, right? 12 A. I think at one time I remember there 13 was up to 50 in the State of Vermont. 14 (There is a discussion off the 15 record.) 16 MR. PANATIER: Okay. So this will be 17 Exhibit 3695-30 and I'll just mark it right now. 18 There you are, your Honor. 19 THE COURT: Thank you. 20 BY MR. PANATIER: 21 Q. There you go, sir. 22 So what I did over the break is I looked 23 through some of these documents to see if I could 24 find any other information, alright. 25 And do you see here you have a July 23, 1987</p>

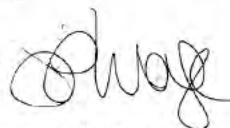
<p style="text-align: right;">Page 178</p> <p>1 document from Roger Miller to William C. Egan 2 subject of which is process modifications? 3 A. Yes. 4 Q. Alright. And there's another note at 5 the top. It says, "BS_" and that's, in all 6 likelihood, probably Bruce Semple, would that be? 7 A. He was there in '87. I don't whether 8 that was him or not. 9 Q. Okay. It's not really important. 10 The handwritten note is not super important. 11 MR. PANATIER: Your Honor, we offer 12 this in evidence. 13 MS. SULLIVAN: No objection. 14 THE COURT: Admitted. 15 (Plaintiff's Exhibit 3695-30 was 16 moved into evidence.) 17 BY MR. PANATIER: 18 Q. Okay. And just to give us a 19 framework of what we were talking about. There were 20 two documents. One was this document from 21 December 15th, 1977 where Mountain States Research 22 had done some work for Windsor Minerals, right? 23 A. Yes, they had done some geological 24 reports, yes. 25 MS. SULLIVAN: I'm sorry, Counsel.</p>	<p style="text-align: right;">Page 180</p> <p>1 from '77 and then the second one from March of '87 2 where we had looked at what you said could be an 3 experiment where they were experimenting with 4 flotation with particle respect to the tremolite 5 content, correct? 6 A. That was '77? 7 Q. That was '87 -- '82, I'm sorry. So 8 we have '77 and then we have '80 -- sorry '87 -- '77 9 and '87 -- 10 A. Yes. 11 Q. -- right? 12 Now, this document is July 23rd of '87 the 13 one that I've just given to you, right? 14 A. Yes. 15 Q. Okay. And what they say there in the 16 first paragraph is, "Working with Mountain States 17 Research or Vail, Arizona, we have tested in their 18 laboratories and confirmed by plant trials here at 19 West Windsor the efficacy of sodium silicate as a 20 modifier, disbursing agent, to enhance the rejection 21 of deleterious mineral species in our process." Do 22 you see that? 23 A. Yes. 24 Q. "Deleterious" means could be bad, 25 damaging, something you don't want, right?</p>
<p style="text-align: right;">Page 179</p> <p>1 THE COURT: Sidebar. Take your 2 document down, please. 3 MR. PANATIER: Okay. 4 THE COURT: Yeah, thank you. 5 (Sidebar.) 6 MR. PANATIER: I'm so sorry, Judge. 7 I didn't -- I'll make sure it doesn't get shown. 8 MS. SULLIVAN: Well, before you go, 9 what part of it of it do you wish to show? 10 MR. PANATIER: So just the top part 11 and the part at the bottom and I don't think it says 12 anything. Yeah. 13 MS. SULLIVAN: The what? 14 MR. PANATIER: Just the bottom, yeah, 15 paragraph second to last and last. 16 THE COURT: And objection to that as 17 long as the rest -- 18 MS. SULLIVAN: No. 19 THE COURT: Just make sure that you 20 cover that up. Okay. 21 MR. PANATIER: Yes, of course. 22 THE COURT: Thank you. 23 (Sidebar ends.) 24 BY MR. PANATIER: 25 Q. So we had looked at that one that one</p>	<p style="text-align: right;">Page 181</p> <p>1 A. Something you don't want. 2 Q. Okay. And just to be clear that 3 we're talking about the right talc here, you can see 4 that at the bottom of Page 2 they say, "We will 5 shortly forward for approval via organoleptic 6 evaluation a sample of grade 66 talc processed by 7 the improved methods. This material will 8 incorporate both the dispersion technique utilizing 9 the sodium silicate and the organic acid technique. 10 We do not believe that either of the special 11 techniques will leave a residual in the grade 66 12 talc." 13 That's what I'm trying to get to. Grade 66 14 is the baby powder talc, right? 15 A. Yes. 16 Q. "We would like to move forward in 17 this matter, so I will appreciate early feedback of 18 the results of the testing at baby products 19 company." 20 So this testing, at least, what he's 21 referencing here, did have to do with the baby 22 powder that they were concerned about, right? 23 A. In this 1987 report, yes. 24 Q. Oh, alright. 25 A. Yes.</p>

<p style="text-align: right;">Page 182</p> <p>1 Q. And are you aware of any other -- any</p> <p>2 other testing that was done by this institution in</p> <p>3 Arizona for Johnson & Johnson other than what I've</p> <p>4 just shown you?</p> <p>5 A. I'm not aware of, no.</p> <p>6 THE COURT: For the record, where did</p> <p>7 you put those documents?</p> <p>8 MR. PANATIER: In the inbox.</p> <p>9 THE COURT: Thank you.</p> <p>10 BY MR. PANATIER:</p> <p>11 Q. Okay. I'm going to take us back to</p> <p>12 powder in the sheets. I'm going to try again.</p> <p>13 And perhaps we can -- well, here,</p> <p>14 I'll hand you a copy of this.</p> <p>15 MR. PANATIER: And, for the record,</p> <p>16 this document is 1996. It will be 3695-29.</p> <p>17 Q. Here you go, sir.</p> <p>18 A. This one?</p> <p>19 Q. This one right here, yeah.</p> <p>20 MR. PANATIER: Here you go, your</p> <p>21 Honor.</p> <p>22 THE COURT: Thank you.</p> <p>23 MR. PANATIER: Sure.</p> <p>24 Q. And, sir, you see that this has the</p> <p>25 J&J Bates Stamp on it?</p>	<p style="text-align: right;">Page 184</p> <p>1 Q. Sure. Whether it's the company or</p> <p>2 somebody they hire to do the research, they're</p> <p>3 interested in information about how their products</p> <p>4 are used, correct?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. So, look, on this one I asked</p> <p>7 you about sheets, people using it on their sheets.</p> <p>8 So look at Page 8, please.</p> <p>9 Do you see here it says, "It is not</p> <p>10 surprising that during the warm and humid summer</p> <p>11 months, powder usage is said to be remembered and</p> <p>12 used with greater frequently. During the warm</p> <p>13 months a few woman said that they used powder in</p> <p>14 between showers and also sprinkle powder between</p> <p>15 sheets."</p> <p>16 So Johnson & Johnson was, certainly,</p> <p>17 aware that some customers did this as a use of their</p> <p>18 product, correct?</p> <p>19 A. Well, that's of 1996, that's -- yeah.</p> <p>20 Q. Right?</p> <p>21 A. Yes.</p> <p>22 Q. And then if you'll turn to Page 10.</p> <p>23 "Apart from the desire to want their own brand of</p> <p>24 powder, many of the Shower to Shower users inherited</p> <p>25 the product ritual from their mothers. Even a</p>
<p style="text-align: right;">Page 183</p> <p>1 A. Yes.</p> <p>2 Q. It's dated 1996?</p> <p>3 A. Yes.</p> <p>4 Q. It says, "Shower to Shower</p> <p>5 confidential." It says, "Qualitative Research</p> <p>6 conducted on behalf of Johnson & Johnson consumer</p> <p>7 products, Inc.," correct?</p> <p>8 A. Yeah.</p> <p>9 MR. PANATIER: Okay. And, your</p> <p>10 Honor, we offer this into evidence as Exhibit</p> <p>11 3695-29.</p> <p>12 MS. SULLIVAN: And, your Honor, I'm</p> <p>13 going to object, hearsay. It's an outside company's</p> <p>14 document.</p> <p>15 MR. PANATIER: It goes to notice,</p> <p>16 your Honor.</p> <p>17 THE COURT: I'll allow it as to</p> <p>18 notice only.</p> <p>19 MS. SULLIVAN: Thank you.</p> <p>20 BY MR. PANATIER:</p> <p>21 Q. So sometimes the company will do</p> <p>22 market research, they'll have prospective customers</p> <p>23 come in and they'll survey them, right?</p> <p>24 A. Well, usually, the company doesn't.</p> <p>25 It's an agent that would do it in this case.</p>	<p style="text-align: right;">Page 185</p> <p>1 relatively young user said that she had first tried</p> <p>2 Shower to Shower because her mother was using it.</p> <p>3 And quickly began to use it more regularly and then</p> <p>4 went to purchase her own. So was the case for a</p> <p>5 majority of these woman who had first become aware</p> <p>6 of Shower to Shower right at home and then continued</p> <p>7 quite loyally, it appears, to maintain their usage</p> <p>8 over a period of years."</p> <p>9 And my question is, Johnson & Johnson</p> <p>10 certainly doesn't disagree that a lot of users of</p> <p>11 the products got it -- started using it because a</p> <p>12 parent was using it on them or was using it in their</p> <p>13 company, fair?</p> <p>14 A. That's not an unreasonable</p> <p>15 conclusion.</p> <p>16 Q. Alright. Sir, that's all I have.</p> <p>17 So Johnson & Johnson, certainly, understood</p> <p>18 that people would sprinkle it in their sheets, at</p> <p>19 least, by '96, right?</p> <p>20 A. Yes. By '96, yes.</p> <p>21 Q. And at no point did Johnson & Johnson</p> <p>22 ever put out information whether it be on a package,</p> <p>23 in a commercial or anything like that, that said,</p> <p>24 here's a use we're aware of, don't sprinkle this in</p> <p>25 your sheets, right?</p>

<p style="text-align: right;">Page 186</p> <p>1 A. I'm not aware of that.</p> <p>2 Q. Is there any reason that a person</p> <p>3 shouldn't sprinkle it into their sheets?</p> <p>4 A. Again, I'm not aware that they</p> <p>5 wouldn't. They're still getting it on their body.</p> <p>6 Q. Let's jump ahead.</p> <p>7 This is dated July 23, 1987. So, if</p> <p>8 you can find your binder with '87.</p> <p>9 A. Yeah.</p> <p>10 Q. Do you have it?</p> <p>11 A. I do.</p> <p>12 Q. Okay. Great. This is Exhibit 3446.</p> <p>13 And do you see that this is -- if you turn the page</p> <p>14 to -- it looks like this.</p> <p>15 A. Yes.</p> <p>16 Q. The third page in?</p> <p>17 A. Uh-huh.</p> <p>18 Q. It's an affidavit of Roger Miller,</p> <p>19 right?</p> <p>20 A. It is.</p> <p>21 Q. Roger Miller was the President of</p> <p>22 Windsor Minerals, which was the company owned by</p> <p>23 Johnson & Johnson?</p> <p>24 A. It was.</p> <p>25 Q. And do you see that he filled out a</p>	<p style="text-align: right;">Page 188</p> <p>1 the truth about whether or not asbestos had been</p> <p>2 detected in powders when he was defending the</p> <p>3 company publically.</p> <p>4 THE COURT: So this was -- this was</p> <p>5 No. 3 -- (The Judge reads to herself out loud.)</p> <p>6 MR. PANATIER: Yes, your Honor.</p> <p>7 THE COURT: And your objection is?</p> <p>8 MS. SULLIVAN: Yes.</p> <p>9 THE COURT: I can't hear you.</p> <p>10 MS. SULLIVAN: It's the record, I'm</p> <p>11 objecting to hearsay (INAUDIBLE) to test.</p> <p>12 MR. PANATIER: Yeah, he references</p> <p>13 the text. That's fine.</p> <p>14 THE COURT: Okay. So I'll allow the</p> <p>15 statement as to the interest and whether you don't</p> <p>16 use the test (INAUDIBLE) and I'm going to admit it</p> <p>17 for purposes of completeness --</p> <p>18 MS. SULLIVAN: (INAUDIBLE.)</p> <p>19 MR. PANATIER: Fine. I'll show it.</p> <p>20 (Sidebar ends.)</p> <p>21 THE COURT: Okay. This document is</p> <p>22 now admitted.</p> <p>23 MS. SULLIVAN: Thank you, your Honor.</p> <p>24 (Plaintiff's Exhibit 3446 was moved</p> <p>25 into evidence.)</p>
<p style="text-align: right;">Page 187</p> <p>1 sworn affidavit?</p> <p>2 A. Yeah, he appears to, yes.</p> <p>3 Q. Okay. He signed it on the 13th day</p> <p>4 of July, 1987, true?</p> <p>5 A. Yes.</p> <p>6 Q. And back on the front where his</p> <p>7 affidavit is, he signed this in Middlesex County,</p> <p>8 right?</p> <p>9 A. Yes.</p> <p>10 MR. PANATIER: Your Honor, we offer</p> <p>11 this into evidence.</p> <p>12 MS. SULLIVAN: It's hearsay, your</p> <p>13 Honor and unrelated. It looks like unrelated</p> <p>14 lawsuits.</p> <p>15 THE COURT: How about we do this at</p> <p>16 sidebar.</p> <p>17 (Sidebar.)</p> <p>18 THE COURT: What is the purpose for</p> <p>19 which you are offering this into evidence?</p> <p>20 MR. PANATIER: Yes, your Honor, this</p> <p>21 is -- first of all, this would be an admission in</p> <p>22 Plaintiff's interest. It's also an admission from</p> <p>23 (INAUDIBLE) Stork by Johnson & Johnson. And the</p> <p>24 purpose is to demonstrate that Mr. Miller, after all</p> <p>25 of the records that we've gone through did not tell</p>	<p style="text-align: right;">Page 189</p> <p>1 BY MR. PANATIER:</p> <p>2 Q. Alright. Sir, so if you go to</p> <p>3 Paragraph 1, Mr. Miller says, "I'm the president of</p> <p>4 Windsor Minerals, Inc., and I've held that position</p> <p>5 since 1968 when Windsor Minerals, Inc., was first</p> <p>6 formed. The exclusive business of Windsor Minerals</p> <p>7 is and has been over the last 18 years the mining</p> <p>8 and milling of talc from a single milling district</p> <p>9 in Windsor, Vermont."</p> <p>10 Now, the last 18 years, so he's referencing</p> <p>11 the full-time, isn't he?</p> <p>12 A. Yes.</p> <p>13 Q. Right? He's not referencing a</p> <p>14 specific date, true?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. "That mining district is the</p> <p>17 exclusive source of talc for all of the Johnson's</p> <p>18 Baby Powder sold in the United States. In addition</p> <p>19 to supplying the talc for Johnson's Baby Powder,</p> <p>20 Windsor Minerals, Inc., also sells a portion of its</p> <p>21 products to independent industrial users."</p> <p>22 So he's including in this paragraph</p> <p>23 everything they sell, their baby powder talc and</p> <p>24 their industrial talc, correct?</p> <p>25 A. Yeah, it says what it says. It sells</p>

<p style="text-align: right;">Page 190</p> <p>1 a portion of it's product to industrial uses.</p> <p>2 Q. As well as the baby powder, correct?</p> <p>3 A. As well as the baby powder.</p> <p>4 Q. They didn't sell any other products.</p> <p>5 He's listed everything they sold, right?</p> <p>6 A. They sold industrial and they sold</p> <p>7 cosmetic talc, yes.</p> <p>8 Q. My question is, has he listed</p> <p>9 everything that Windsor Minerals sold between the</p> <p>10 cosmetic and the industrial?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Let's go to the next page.</p> <p>13 And, again, you understand this was -- this</p> <p>14 was in a case called Edly versus Windsor Minerals?</p> <p>15 Do you see that on the front?</p> <p>16 A. Yes.</p> <p>17 Q. And you see here it says it's sworn?</p> <p>18 This is a sworn statement?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Let's go to what he says last.</p> <p>21 "All of the talc mind by Windsor Minerals, Inc.,</p> <p>22 whether it is ultimately sold to industrial users or</p> <p>23 used in Johnson's Baby Powder is sampled and tested</p> <p>24 for the presence of asbestos. No evidence of the</p> <p>25 presence of asbestos in Windsor Minerals' product</p>	<p style="text-align: right;">Page 192</p> <p>1 indicates asbestos free in the product that is sold.</p> <p>2 We've seen some results on industrial talcs that</p> <p>3 don't demonstrate that.</p> <p>4 Q. We've seen the HC samples that show</p> <p>5 asbestos, correct?</p> <p>6 A. We've seen it.</p> <p>7 Q. Hold on. It's one question.</p> <p>8 A. Sorry. I thought you had finished.</p> <p>9 Q. We've seen the HC samples that show</p> <p>10 asbestos, right, 1975, right?</p> <p>11 A. Yes.</p> <p>12 Q. We've seen GI and WI, those are</p> <p>13 industrial, correct, at least, as of this year those</p> <p>14 were industrial, right?</p> <p>15 A. I believe so, yes.</p> <p>16 Q. Right? We saw them again in</p> <p>17 November. Over and over and over again. And those</p> <p>18 were written, sir, to who?</p> <p>19 A. To whom?</p> <p>20 Q. Yeah. They were written to Windsor</p> <p>21 Mineral, right?</p> <p>22 A. Yes.</p> <p>23 Q. This is the President of Windsor</p> <p>24 Mineral in a lawsuit saying, no evidence of the</p> <p>25 presence of asbestos in Windsor Minerals' product.</p>
<p style="text-align: right;">Page 191</p> <p>1 has ever been revealed by this testing." Did he say</p> <p>2 that?</p> <p>3 A. You read what he wrote.</p> <p>4 Q. And he attached a recent test, right?</p> <p>5 Right?</p> <p>6 A. Yes.</p> <p>7 Q. He attached one test from -- that</p> <p>8 looks like -- I don't know that this is a year yet.</p> <p>9 We probably have a few thousand years to go, but I</p> <p>10 think that's 1987, right?</p> <p>11 A. Yes.</p> <p>12 Q. He attaches one test, does he not?</p> <p>13 A. Exhibit A is one page.</p> <p>14 Q. Okay. Alright. This statement was</p> <p>15 false, correct?</p> <p>16 A. Well, the statement -- I'm not going</p> <p>17 to comment on whether it was false or true. It's</p> <p>18 for Roger Miller to comment.</p> <p>19 Q. No. It's for you to comment. You're</p> <p>20 here for Johnson & Johnson and Johnson & Johnson was</p> <p>21 using this talc. So my question is, was Mr. Miller</p> <p>22 being truthful or was he being untruthful?</p> <p>23 A. Well, okay, let's go through that</p> <p>24 sentence, if I may. Industrial users or use in baby</p> <p>25 powder. The baby powder testing that is available</p>	<p style="text-align: right;">Page 193</p> <p>1 And he included -- I asked you, he included</p> <p>2 everything they'd ever sold, cosmetic and</p> <p>3 industrial, has ever revealed or been revealed by</p> <p>4 this testing.</p> <p>5 Here's the question. Was that true or was</p> <p>6 that false?</p> <p>7 A. On the face of it, it does not appear</p> <p>8 to be true.</p> <p>9 Q. So that makes it what?</p> <p>10 A. Unless we've got other evidence. On</p> <p>11 the face of it, it would not be true. Unless --</p> <p>12 Q. Which would make it?</p> <p>13 A. It would make it false, unless there</p> <p>14 is other evidence that we don't have here.</p> <p>15 Q. But this -- well, presumably, sir,</p> <p>16 Mr. Miller had all the evidence at his disposal, did</p> <p>17 he not?</p> <p>18 A. In 1987?</p> <p>19 Q. Yeah.</p> <p>20 A. He must have been a very old man in</p> <p>21 1987. I'm sure he long retired.</p> <p>22 Q. I didn't ask you his age.</p> <p>23 A. I don't know if he had the evidence</p> <p>24 at his disposable -- at his disposal.</p> <p>25 Q. Sir, this is the President of Windsor</p>

<p style="text-align: right;">Page 194</p> <p>1 Minerals in 1987. No one -- you wouldn't expect 2 anybody at the company to have more access to the 3 information of that company than him, correct? 4 A. You would expect him to be able to 5 access, if he requested it. 6 Q. That was stated publically, correct, 7 in a lawsuit, right? 8 A. It is. The document states what it 9 states. 10 Q. The documents we had going directly 11 to them in the '70s were internal, correct? 12 A. Yes. 13 Q. Do you know what happened to that 14 person's lawsuit as a result of Mr. Miller's 15 affidavit? 16 A. No. 17 Q. Is there any excuse to not be 18 truthful ever? 19 MS. SULLIVAN: Objection. 20 A. Everyone should also aim to speak the 21 truth. 22 Q. Whether they're under oath or not? 23 A. Yes. 24 Q. And he was under oath, wasn't he? 25 A. I believe so, yes.</p>	<p style="text-align: right;">Page 196</p> <p>1 about this, did they run it over to the FDA? 2 A. I don't know. 3 Q. Because the only thing that was 4 published when she published it was the article, not 5 the key, correct? 6 A. The article was published. The key 7 appears many years later, as I understand it. But 8 the article stands by itself. 9 Q. So, in the article where it says that 10 there were needles and fibers in Sample I, if you're 11 just looking at the article, you have no idea what 12 Sample I is, correct? 13 A. Correct. 14 Q. But looking at the key, you do know, 15 because it says what Sample I is, right? 16 A. The key states samples A, B, C, D, E, 17 down to I. It does state what Sample I is on that 18 key. 19 Q. And you know that -- and, by the way, 20 is this Dr. Blount? 21 A. Yes, she had a Ph.D. in mineralogy. 22 Q. This is also in evidence. This is 23 Exhibit 3191. This is another copy of her letter. 24 And, of course, this was produced by J&J. Can you 25 see that?</p>
<p style="text-align: right;">Page 195</p> <p>1 Q. And that is -- you understand that is 2 perjury, do you not? 3 A. I do. 4 Q. Okay. Alright. 5 (There is a discussion off the 6 record.) 7 MR. PANATIER: This is 1991. This is 8 already in evidence. It's Exhibit 3390. This is 9 the Blount paper, your Honor. 10 Q. Sir, you know who Alice Blount is, 11 correct? 12 A. Yes. 13 Q. I'll just put it up here. It's 14 already in evidence. 15 A. Okay, yes. 16 Q. She published this paper in 1991, 17 right? 18 A. She did publish that paper in 1991, 19 yes. 20 Q. We know that per her key and her 21 letters, we know that she tested Johnson's Baby 22 Powder, correct? 23 A. In the report she states that she 24 tested baby powder, yes. 25 Q. Now, when Johnson & Johnson found out</p>	<p style="text-align: right;">Page 197</p> <p>1 A. Yes. 2 Q. By the way, the first one was 3 produced by Johnson & Johnson, too. Do you see 4 that? 5 A. Yes. 6 Q. Meaning that Johnson & Johnson had 7 the key, correct? 8 A. There is a key. 9 Q. Right. You see the Bates Stamp at 10 the bottom of the key? 11 A. There is a key. 12 Q. So the key -- key is in the inbox, 13 right, because that is something that Johnson & 14 Johnson had, true? 15 A. Well, the key is in the Johnson & 16 Johnson files. A key is in the Johnson & Johnson 17 files. 18 Q. Okay. And you know that in 1992, one 19 year after the paper came out -- so not many years 20 later, but one year after the paper came out, she 21 wrote to Luzenac, correct? 22 A. I can't remember that, but refresh 23 me. 24 Q. It's right up there. 25 MS. SULLIVAN: Objection. Can I get</p>

<p style="text-align: right;">Page 198</p> <p>1 a copy, Counsel?</p> <p>2 MR. PANATIER: Sure. This is</p> <p>3 Exhibit 3191. That's correct. This is from 1992,</p> <p>4 right.</p> <p>5 BY MR. PANATIER:</p> <p>6 Q. And Luzenac -- yes?</p> <p>7 A. So is this in here?</p> <p>8 Q. Yes, sir. It is in there. It will</p> <p>9 be under the tab that is 1992, if you want to look</p> <p>10 at it. It's, also, up on the board if you would</p> <p>11 like to reference it there.</p> <p>12 Do you have it, sir?</p> <p>13 A. Yes, I do.</p> <p>14 Q. Okay, good.</p> <p>15 So she writes -- and by the way, she</p> <p>16 was at the Newark Museum at that time. Do you see</p> <p>17 that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And there's her signature down</p> <p>20 there. She was a consultant to Johnson & Johnson,</p> <p>21 correct?</p> <p>22 A. Johnson & Johnson had used her on</p> <p>23 isolated occasions as a consultant, correct.</p> <p>24 Q. They had paid for a lot of her</p> <p>25 research, correct?</p>	<p style="text-align: right;">Page 200</p> <p>1 CERTIFICATION</p> <p>2</p> <p>3 I, SILVIA P. WAGE, C.S.R., License Number</p> <p>4 30X100182700, a Certified Court Reporter in and for</p> <p>5 the State of New Jersey, do hereby certify the</p> <p>6 foregoing to be prepared in full compliance with the</p> <p>7 current Transcript Format for Judicial Proceedings</p> <p>8 as a non-compressed transcript</p> <p>9 dge and ability.</p> <p>10 </p> <p>11</p> <p>12 SILVIA P. WAGE JULY 22, 2019</p> <p>13 CERTIFIED COURT REPORTER DATE</p> <p>14 MIDDLESEX COUNTY COURTHOUSE</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 199</p> <p>1 A. I don't know how much they ever paid,</p> <p>2 but they had used her on occasions as a consultant</p> <p>3 for her mineralogical ability.</p> <p>4 Q. Sure. And I don't know how much they</p> <p>5 paid her either.</p> <p>6 A. No.</p> <p>7 Q. But my question wasn't how much they</p> <p>8 paid her.</p> <p>9 My question was, she was paid by them</p> <p>10 for her research, correct?</p> <p>11 A. Again, I don't know how often or on</p> <p>12 what occasion. She was a consultant. I know no</p> <p>13 more than that, whether it was one off, two off,</p> <p>14 three off. But she did some consultancy.</p> <p>15 Q. I'm not asking how much she did or</p> <p>16 how much she got paid.</p> <p>17 By being a consultant, that meant she was</p> <p>18 paid, right?</p> <p>19 A. Yes.</p> <p>20 Q. That's all I'm asking.</p> <p>21 A. Okay.</p> <p>22 (Continuation of the day's</p> <p>23 proceedings in Volume 2.)</p> <p>24</p> <p>25</p>	

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Exhibit 200

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Office Address & Tel. No.: 2 Lincoln Highway, Edison, New Jersey 08818-2905
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Attorney(s) for Plaintiff

LOUIS EDLEY

Plaintiff(s)

vs.

E & B MILL SUPPLY, et als

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

DOCKET NO. L-075913-86


CIVIL ACTION

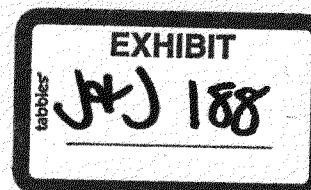
Stipulation of Dismissal
with prejudice
(as to defendant, Windsor Minerals, Inc.)

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed without costs against either party, with prejudice as to defendant, Windsor Minerals, Inc.

Dated: July 23, 19 87

By _____
RONALD S. LEVITT
Attorney(s) for Defendant(s)
WINDSOR MINERALS, INC.

By  _____
RONALD B. GRAYZEL
Attorney(s) for Plaintiff(s)
LOUIS EDLEY



NEWMAN, HERMAN, SALTMAN, LEVITT AND FEINSON

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OUR FILE NO.
11092-L

July 23, 1987

Ronald B. Grayzel, Esq.
Levinson, Conover, Axelrod, Wheaton & Grayzel
Lincoln Plaza, 2 Lincoln Highway
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Edison, New Jersey 08818-2905

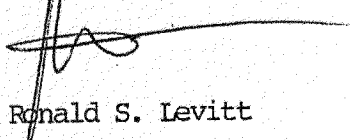
RE: Edley -v- Madsen & Howell, Windsor Minerals, Inc., et als

Dear Mr. Grayzel:

Enclosed please find an Affidavit on behalf of Windsor Minerals, Inc., signed by Roger N. Miller, President of Windsor Minerals, Inc. since 1968. Also enclosed you will find an assay from McCrone Environmental Services, Inc. I trust that these documents will now enable you to sign a Dismissal as was done in the Yuhas file. I have taken the liberty of drafting the Dismissal and enclosing the same for your signature along with a self-addressed stamped envelope.

If you are still unable or unwilling to sign the Dismissal, please forward immediately your client's answers to supplemental interrogatories which were served upon you almost one year ago.

Very truly yours,



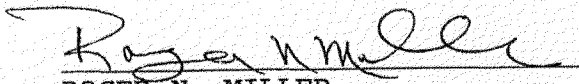
Ronald S. Levitt

RSL/gbf
Encl.

cc: Michael M. Tanenbaum, Esq., McCarter & English
Thomas M. Kelly, Esq., Morley, Cramer, Tansey, Haggarty & Fanning
Anthony Luongo, Esq., Donington, Leroe, Toland & Luongo

Certified Mail, Return Receipt Requested

3. All of the talc mined by Windsor Minerals, Inc., whether it is ultimately sold to industrial users or used in Johnson's Baby Powder, is sampled and tested for the presence of asbestos. No evidence of the presence of asbestos in Windsor Minerals' product has ever been revealed by this testing. Attached hereto as Exhibit "A" is a true copy of a recent report of such testing.


ROGER N. MILLER

Sworn to and subscribed
before me this 13 day
of July, 1987.



Notary Public
My Commission Expires:
Feb. 10, 1991

Exhibit 201

REC'D. & FILED
SUPERIOR COURT
OF NEW JERSEY

JAN 13 1987

M.V. 24
ADEN M. MAYSON
CLERK

Attorney(s): LEVINSON, CONOVER, AXELROD, WHEATON & GRAYZEL

Office Address & Tel. No.: 2 Lincoln Hwy., Edison, NJ 08818

Attorney(s) for Plaintiffs (201) 494-2727

ALEX YUHAS and JEAN YUHAS,
his wife

Plaintiff(s)

vs.

E & B MILL SUPPLY, et als.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY

MIDDLESEX

COUNTY

LAW

DIVISION

DOCKET NO. L-029706-84

CIVIL ACTION

Stipulation of Dismissal

with prejudice

(as to defendant, Windsor Minerals, Inc.)

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed without costs against either party.

Dated: January 6 19 87 .

NEWMAN, HERMAN, SALTMAN, LEVITT
& FEINSON

By

Edward H. Herman

Attorney(s) for Defendant(s) Windsor
Minerals, Inc.

LEVINSON, CONOVER, AXELROD, WHEATON
& GRAYZEL

By

Ronald B. Grayzel

Attorney(s) for Plaintiff(s)

Exhibit 202

1 IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

2

- - - - -

3

VICKIE FORREST, et al.,

4

Plaintiffs,

5

vs.

Cause No.

1522-CC0419-02

6

JOHNSON & JOHNSON, et al.

7

Defendants.

8

- - - - -

9

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

10

- - - - -

11

IN RE: JOHNSON & JOHNSON

MDL NO:

12

TALCUM POWDER PRODUCTS

16-2738 (FLW)(LGH)

MARKETING, SALES PRACTICES,

13

AND PRODUCTS LIABILITY

LITIGATION

14

- - - - -

15

Wednesday, June 30, 2021

16

17

- - - - -

18

Continued Videotaped Oral Deposition of

19

JOHN C. O'SHAUGHNESSY, taken at the Crowne Plaza

20

Princeton, 900 Scudders Mill Road, Plainsboro, New

21

Jersey, commencing at 9:35 a.m., by and before Robin

22

L. Clark, Registered Professional Reporter and

23

Notary Public in and for the State of New Jersey.

24

- - - - -

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3	JOHN C. O'SHAUGHNESSY	
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5	BY MR. TISI:	776, 849
6	BY MS. BROWN:	779, 903
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8	NUMBER DESCRIPTION	MARKED
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1 A. One or two?

2 Q. Yeah, hold on. It's 1060 in

3 the transcript book. It says trial

4 testimony in the Barden case and I'll put

5 it up. And I'll put it up on the screen

6 for you, if you need to look at it later --

7 MS. BROWN: Well, can he

8 review, hear the entirety of the

9 testimony?

10 MR. PLACITELLA: The

11 whole transcript, I think we don't

12 have time for that, but --

13 MS. BROWN: I want to

14 know where this is talked about on

15 redirect.

16 MR. PLACITELLA: You can

17 ask him all that on redirect.

18 MS. BROWN: Are you

19 putting that up or can he --

20 MR. PLACITELLA: I'm

21 putting the whole document into

22 evidence, so no problem.

23 THE WITNESS: I'm just

24 trying to find the document.

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1 MR. PLACITELLA: I put

2 it up on the transcript --

3 MS. BROWN: Right, I

4 just wanted to go to the document

5 and see the cover sheet. Oh, that

6 single sheet is the exhibit?

7 - - - - -

8 (Transcript of John Hopkins

9 marked O'Shaughnessy Exhibit 1060

10 for identification.)

11 - - - - -

12 BY MR. PLACITELLA:

13 Q. Yes, sir. I'll put the whole

14 transcript into evidence.

15 A. Okay.

16 MS. BROWN: I'll just

17 object to selective reading --

18 THE WITNESS: I'm just

19 trying to go to your sheet.

20 MS. BROWN: -- of this

21 questioning. That's incomplete.

22 THE WITNESS: 1068?

23 MR. PLACITELLA: 1060.

24 THE WITNESS: I have

Page 478

1 1060A.

2 BY MR. PLACITELLA:

3 Q. You know what, we'll come back

4 to it, because I'm trying to get this done

5 today. Did John Hopkins ever have a

6 conversation with you and tell you that

7 affidavits like this were untrue?

8 A. I had many conversations with

9 John. I never had a discussion with him

10 about an untrue affidavit.

11 Q. Okay. In 188, do you see where

12 Johnson & Johnson told Mr. Grayzel that

13 they wanted a dismissal in this case just

14 like he gave in the other cases?

15 A. Can you put it up? I'm having

16 trouble with -- I'm sorry.

17 Q. That's okay, I put it right in

18 front of you.

19 MS. BROWN: So, John, if

20 you want the hard copy, I think we

21 are now back in binder one and

22 we're looking at 188, which you

23 probably still have open or close

24 to open.

Page 479

1 MR. PLACITELLA: You can

2 look at the hard copy, but I'm

3 not --

4 THE WITNESS: You know,

5 part of the problem is, it says

6 '88, but there's a handwritten one

7 and that gets confusing.

8 BY MR. PLACITELLA:

9 Q. I understand.

10 A. I got it. I got it.

11 Q. Do you see where it says "I

12 trust these documents will now enable you

13 to sign a dismissal." And when they say

14 these documents, they're talking about the

15 Miller affidavit, right?

16 MS. BROWN: I object,

17 foundation.

18 BY MR. PLACITELLA:

19 Q. "As was done in the Yuhas

20 file". Do you see that?

21 A. Yes, you read that to me

22 before.

23 Q. So this was a second case that

24 was dismissed based upon the representation

Page 480

1 of no asbestos being in the Johnson &
2 Johnson talc, right?
3 MS. BROWN: Lacks
4 foundation, I object.
5 THE WITNESS: I don't
6 know.
7 BY MR. PLACITELLA:
8 Q. Okay. Whatever happened to the
9 Yuhas file, do you know?
10 A. I have no idea. That was
11 before my time.
12 Q. Do you know what happened to
13 the Edley file?
14 A. No.
15 Q. Going back to the report in
16 188.5, that talks about no quantifiable
17 evidence?
18 A. Okay.
19 Q. Okay. Are you aware that the
20 term "nonquantifiable" does not mean
21 asbestos free as Mr. Miller actually
22 states?
23 MS. BROWN: I object.
24 That misstates the evidence and

Page 481

1 lacks foundation.
2 THE WITNESS: I'm not
3 competent to interpret what that
4 term means.
5 BY MR. PLACITELLA:
6 Q. Did you know that that was a
7 code word for not reporting the actual test
8 results?
9 MS. BROWN: Objection.
10 Misstates the evidence, the facts,
11 lacks foundation.
12 THE WITNESS: I never
13 heard anything about a code word.
14 BY MR. PLACITELLA:
15 Q. Did you ever see any of the
16 Johnson & Johnson, McCrone, the test
17 results that McCrone did for Johnson &
18 Johnson before 1988?
19 A. I've seen some testing
20 documents and I think I've seen some from
21 McCrone, the date of which I'm not sure.
22 Q. Okay. I'm going to provide you
23 what I have marked as JOS 1 and JOS 1A,
24 which I will represent to you are

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1 documents, McCrone test results that were
2 provided predating the Edley report, the
3 Edley affidavit with one exception. And
4 there's a copy for you behind you.
5 MS. BROWN: Okay. Can
6 we hang on, so we can grab copies
7 of this?
8 MR. PLACITELLA: Yeah,
9 there's McCrone 1 and 2 and there's
10 a copy behind you as well on the
11 radiator.
12 MR. BERNARDO: All
13 right. Chris, McCrone 1 and 2?
14 MR. PLACITELLA:
15 Correct.
16 MR. BERNARDO: Thanks.
17 - - - - -
18 (McCrone Binders marked
19 O'Shaughnessy Exhibits JOS 1 and 2
20 for identification.)
21 - - - - -
22 BY MR. PLACITELLA:
23 Q. And can you, in McCrone number
24 1, can you go to Exhibit 180.2?

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1 A. Got it.
2 MR. COX: I have 180.
3 MS. BROWN: Oh, the
4 second page of 180.
5 MR. PLACITELLA: It
6 says, I put numbers so people can
7 see it.
8 MS. BROWN: We got it.
9 BY MR. PLACITELLA:
10 Q. You can see that this report is
11 from August 1985, correct?
12 A. That's what it says here.
13 Q. Okay. And that was -- and it's
14 a letter from McCrone, correct?
15 A. That's right.
16 Q. All right. And that predates
17 the Miller affidavit, correct?
18 MS. BROWN: Object as
19 lacking foundation.
20 THE WITNESS: It's 1985.
21 BY MR. PLACITELLA:
22 Q. Okay. And can we go to the
23 second page? Do you see where it says "The
24 presence of asbestos minerals was verified

Exhibit 203

REDACTED DOCUMENT

Phelps Dodge Corporation

Ext Ref

0000000

**Sale of CIM - Stock Purchase Agreement among Cyprus Mines
Corporation, Cyprus Minerals Company and RTZ America Inc. - 5**

01/58704



2001/58704

Row 12, Section 1, Shelf 5

REDACTED DOCUMENT

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REDACTED DOCUMENT

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REDACTED DOCUMENT

AGREEMENT OF TRANSFER AND ASSUMPTION

AGREEMENT OF TRANSFER AND ASSUMPTION made this 5th day of June, 1992 by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS Cyprus wishes to sell and transfer to Newco, and Newco desires to acquire from Cyprus, all of the "Transferred Assets" (as defined below); and

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation, have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement").

NOW THEREFORE, in consideration of the mutual covenants herein set forth:

1. Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Stock Purchase Agreement.

2. Purchase and Sale. Cyprus, in accordance with and subject to the terms and conditions of this Agreement of Transfer and Assumption, agrees to sell, assign, transfer, convey and deliver to Newco, and Newco agrees to purchase, accept, acquire and take delivery of the Transferred Assets, all for the consideration specified in Section 8.(b)(ii), as they exist at the Newco Closing (as defined below), in each case free and clear of any Encumbrances except Permitted Exceptions. For purposes of this Agreement of Transfer and Assumption, the "Transferred Assets" shall mean all of Cyprus' right, title and interest in and to the assets, properties, rights and businesses of every type and description used primarily in or relating primarily to Cyprus' talc business (the "Talc Business"), whether real, personal or mixed, tangible or intangible, whether currently in use or idle, fixed or unfixed, accrued, absolute, contingent or otherwise, wherever located and including, without limitation, all of the right, title and interest of Cyprus in the assets listed in paragraphs (a) through (l) below (but excluding the assets described in Section 3).

(a) Cyprus' record and beneficial ownership of all of the issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation and its subsidiary Cyprus Western Source Corporation, a California

REDACTED DOCUMENT

corporation; and Green Mountain Talc Corporation, a Delaware corporation; and Cyprus' record and beneficial ownership of [REDACTED] of the issued and outstanding shares of capital stock of DIMTA SA, a company organized under the laws of Spain, and Cyprus' record and beneficial ownership of [REDACTED] of the issued and outstanding shares of capital stock of Nihon Mistron Company, Ltd., a Tokyo, Japan corporation (collectively, the "Shares");

(b) the real property and mineral rights of the Talc Business and the records thereof;

(c) All current assets, including without limitation, all cash and, to the extent that the same may exist, all certificates of deposit, accounts receivable, claims, prepaid expenses, deferred charges, advances and deposits;

(d) All talc inventories of finished products, work-in-progress and raw materials of the Talc Business;

(e) All talc facilities and equipment of the Talc Business;

(f) All business machines, furniture and fixtures, supplies, office equipment, vehicles and other tangible personal property used primarily in or relating primarily to the Talc Business;

(g) All trademarks and other marks and, to the extent that the same may exist, all inventions, patents and any copyrights, and registrations thereof, all applications for any of the foregoing and all trade names;

(h) All right, title and interest in, to and under all contracts, agreements, leases, licenses, permits, orders, commitments of understandings to which Cyprus is a party or entitled to any right or interest;

(i) All trade secrets, processes, specifications, designs, drawings and technology which relate primarily to the Talc Business;

(j) All contracts, books, records and other data relating primarily to the Talc Business;

(k) All causes of action and claims of any kind of Cyprus against any other party related primarily to the Talc Business; and

REDACTED DOCUMENT

(1) All other assets and rights of the Talc Business as a going concern.

3. Excluded Assets. Notwithstanding any provision of this Agreement of Transfer and Assumption to the contrary, the properties and assets (the "Excluded Assets") described in the attached Exhibit A, which by this reference is incorporated herein, shall be excepted herefrom and reserved to and retained by Cyprus.

4. Assumed Liabilities. Subject to the terms and conditions of this Agreement, in connection with its purchase of the Transferred Assets at the Newco Closing, Newco shall assume and shall perform, pay and discharge all of the liabilities or obligations, whether known, unknown, contingent or otherwise primarily relating to the Transferred Assets, including, without limitations, liabilities and obligations, whether known, unknown, contingent or otherwise arising out of transactions or events occurring on or prior to the Closing and relating primarily to the Transferred Assets (the "Assumed Liabilities").

5. Excluded Liabilities. Notwithstanding any provision of this Agreement of Transfer and Assumption to the contrary, Newco shall not be responsible for and shall not assume any of the following liabilities or obligations, whether known, unknown, contingent or otherwise (the "Excluded Liabilities") which are hereby expressly excluded from the definition of Assumed Liabilities: (i) any liabilities or obligations arising out of or relating to the Excluded Assets, (ii) any liabilities or obligations arising out of the Montana net proceeds tax liability, (iii) any liabilities arising out of or relating to properties disposed of by the Talc Business prior to the Newco Closing, and (iv) any liabilities or obligations (including costs and expenses associated therewith) arising from any litigation arising out of or relating to the operation of the businesses of the Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date.

6. Non-Assignable Contracts. Nothing herein shall be deemed to constitute an assignment or an attempt to assign any contract, agreement, lease, license, permit, order, or commitment or understanding to which Cyprus is a party if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or affect in any way the rights of Cyprus thereunder and such consent has not been given; but Cyprus will cooperate with Newco in any reasonable arrangement designed

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to provide for Newco the benefits under any such contract or agreement including, without limitation, the enforcement, for the benefit of Newco, of any and all rights of Cyprus against such other party or parties thereto arising out of any breach or cancellation thereof by such other party or parties or otherwise.

7. Closing. The closing of the transactions provided for herein (the "Newco Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York, immediately prior to the Closing provided for in the Stock Purchase Agreement.

8. Transactions at the Newco Closing. (a) At the Newco Closing, Cyprus will deliver to Newco the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Newco or its assigns, free and clear of any Encumbrances;

(ii) such deeds, bills of sale, endorsements, certificates, instruments of assignment and such other instruments of conveyance and transfer reasonably satisfactory in form and substance to vest in Newco good and marketable title to the Transferred Assets, in each case, free and clear of any Encumbrances other than Permitted Exceptions;

(iii) such instrument of retention reasonably satisfactory in form and substance as shall be necessary for Cyprus to retain the Excluded Liabilities.

(b) At the Newco Closing, Newco will deliver to Cyprus the following:

(i) such instruments of assumption reasonably satisfactory in form and substance to Cyprus as shall be necessary for Newco to assume all of the Assumed Liabilities;

(ii) Stock certificates evidencing all shares of Common Stock of Newco.

9. Representations and Warranties of Cyprus. Cyprus hereby represents and warrants to Newco that it has good and marketable title or possessory rights to all of the Transferred Assets and that at the Newco Closing, good and

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marketable title or possessory rights to all of the Transferred Assets, free and clear of any Encumbrances other than Permitted Exceptions, will be transferred to Newco.

10. Attorney-in-Fact. Cyprus hereby makes, constitutes and appoints Newco the true and lawful attorney-in-fact of Cyprus, with full power of substitution, in the name and stead of Cyprus, but on behalf and for the benefit of Newco, to demand and receive any and all of the Transferred Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time institute, prosecute, appear in, defend and appeal in the name of Cyprus, or otherwise, at the expense and for the benefit of Newco, any and all actions, suits and proceedings at law, in equity or otherwise, which Newco may deem proper in order to collect or reduce to possession any of the Transferred Assets, or enforce any claim or right of any kind hereby conveyed or assigned and transferred, or to resist or defend against any claim, or assertion relating to an Assumed Liability and to do all acts and things in relation to the Transferred Assets or the Assumed Liabilities which Newco shall deem desirable.

11. Mail. Cyprus further authorizes Newco, its successors and assigns, to receive and open all mail, telegrams and other communications, and all express and other packages addressed to Cyprus under the name of "Cyprus Industrial Minerals Company" and to retain such of the same as relate to the Transferred Assets and Newco hereby agrees to forward to Cyprus with reasonable dispatch all other mail, telegrams, communications, express and other packages addressed to Cyprus. The foregoing shall constitute a full authorization to the postal authorities, all telegraph and express companies, and all other persons to make delivery of such items to Newco, its successors and assigns.

12. Further Assurance. Upon written request of Newco, Cyprus shall from time to time execute and deliver to Newco, without further consideration, such other and further instruments of conveyance, assignment and transfer as Newco may reasonably request for the more effective conveyance, assignment and transfer to Newco of any of the Transferred Assets.

13. Indemnification. (a) Cyprus shall indemnify and hold Newco harmless from and against all Damages caused by, resulting or arising from (i) any Breach of the representations or warranties of Cyprus set forth in Section 9 hereof, or (ii) the Excluded Liabilities.

REDACTED DOCUMENT

(b) Newco shall indemnify and hold Cyprus harmless from and against all expenses, including reasonable legal expenses, incurred by Cyprus in any litigation against Newco in which Newco is found to have breached any of its obligations under this Agreement.

14. Miscellaneous. This Agreement of Transfer and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance. This Agreement of Transfer and Assumption contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondences, undertakings and communications of the parties, oral or written, respecting such subject matter. This Agreement may be amended only by a written instrument executed by the parties. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have duly executed
this Agreement of Transfer and Assumption on the day and
year first above written.

CYPRUS TALC CORPORATION

By: 

CYPRUS MINES CORPORATION

By: 

REDACTED DOCUMENT

EXHIBIT A

Excluded Assets

1. The Hamm Underground Mine Property

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AMENDMENT TO AGREEMENT OF TRANSFER AND ASSUMPTION

AMENDMENT DATED AS OF JUNE ²⁴, 1992, TO AGREEMENT OF TRANSFER AND ASSUMPTION DATED JUNE 5, 1992, by and between Cyprus Talc Corporation, a Delaware corporation ("Newco"), and Cyprus Mines Corporation, a Delaware corporation ("Cyprus").

WHEREAS, on June 5, 1992, the parties entered into an Agreement of Transfer and Assumption (the "Transfer Agreement");

WHEREAS, Cyprus, Cyprus Minerals Company, a Delaware corporation, and RTZ America Inc., a Delaware corporation ("RTZ"), have entered into a Stock Purchase Agreement dated as of June 5, 1992 ("the Stock Purchase Agreement");

WHEREAS, with the recognition and acknowledgement of RTZ, the parties desire to make certain conforming changes to the Transfer Agreement to confirm the intent of the parties;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Transfer Agreement:

1. The Transfer Agreement is hereby amended on page 3, Section 5, line 14, by deleting "litigation" after "any" and by inserting "third party claims (other than employee claims for which RTZ, referred to as "Buyer" in the Stock Purchase Agreement, is responsible under Section 7.4 of the Stock Purchase Agreement)" after "any".

2. The Transfer Agreement is hereby amended on page 4, Section 7, line 5, by inserting "and shall be effective immediately prior to the close of business on the Closing Date" after "Agreement".

3. The Transfer Agreement is hereby amended on page 4, Section 8(a)(ii), by deleting the last three lines of the section and inserting in lieu thereof "all right, title and interest of Cyprus in the Transferred Assets;" after "Newco".

4. Section 9 of the Transfer Agreement is hereby amended by deleting the existing Section 9 and inserting in lieu thereof the following:

" 9. Representations and Warranties of Cyprus.

(a) Cyprus hereby represents and warrants to Newco that it has good and marketable title to the Shares and that at the Newco Closing, good and marketable title to the

REDACTED DOCUMENT

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Shares, free and clear of any Encumbrances will be transferred to Newco.

(b) Cyprus hereby represents and warrants to Newco that, to the "Knowledge of Cyprus" (as such term is defined with respect to Seller in the Stock Purchase Agreement), it has good and marketable title or possessory rights to all of the Transferred Assets (other than the Shares covered in (a) above) and that at the Newco Closing, good and marketable title or possessory rights to all such Transferred Assets, free and clear of any Encumbrances other than those described in Section 5.8 or in Schedule 5.8 of the Stock Purchase Agreement, will be transferred to Newco.

(c) The representations and warranties contained in Section 9(a) hereof shall survive the Newco Closing until the expiration of the limitation period under the applicable statutes of limitations (or any extension thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified in writing to Cyprus by Newco, RTZ or their successors. The representations and warranties contained in Section 9(b) hereof shall survive for a period of one year after the Newco Closing and shall thereafter expire except with respect to breaches and violations theretofore specified in writing to Cyprus by Newco, RTZ or their successors."

5. The Transfer Agreement is hereby amended on page 5, Section 13(a), line 5, by inserting ", provided, however, that with respect to claims made pursuant to (i) of this Section 13(a), the limitations set forth in Section 11.4 of the Stock Purchase Agreement shall apply to all such claims and, in applying such limitations, such claims shall be added to all other claims made against Cyprus (referred to as "Seller" in the Stock Purchase Agreement) or Cyprus Minerals Company pursuant to Section 11.4 of the Stock Purchase Agreement" after "Liabilities".

6. The Transfer Agreement is hereby amended on page 6 by renumbering Section 14 to become Section 15 and inserting a new Section 14 as follows:

" 14. Taxes. Cyprus shall be liable for all transfer, sales, use or other similar taxes arising under any state, local or foreign law from the sale and transfer of the Transferred Assets to Newco."

REDACTED DOCUMENT

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7. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement of Transfer and Assumption on the day and year first above written.

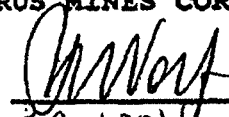
CYPRUS TALC CORPORATION

By:


G.J. Malys, Senior Vice President

CYPRUS MINES CORPORATION

By:


P.C. Wolf, President

REDACTED DOCUMENT

REDACTED DOCUMENT

SECOND AMENDMENT TO AGREEMENT OF
TRANSFER AND ASSUMPTION

SECOND AMENDMENT DATED AS OF JUNE 30, 1992, TO
AGREEMENT OF TRANSFER AND ASSUMPTION DATED JUNE 5, 1992, by
and between Cyprus Talc Corporation, a Delaware corporation
("Newco"), and Cyprus Mines Corporation, a Delaware
corporation ("Cyprus").

WHEREAS, on June 5, 1992, the parties entered into
an Agreement of Transfer and Assumption (the "Transfer
Agreement") and thereafter entered into an Amendment to the
Transfer Agreement;

WHEREAS, Cyprus, Cyprus Minerals Company, a
Delaware corporation, and RTZ America Inc., a Delaware
corporation ("RTZ"), have entered into a Stock Purchase
Agreement dated as of June 5, 1992 ("the Stock Purchase
Agreement") and thereafter entered into an Amendment to the
Stock Purchase Agreement;

WHEREAS, with the recognition and acknowledgement
of RTZ, the parties desire to make certain conforming
changes to the Transfer Agreement to confirm the intent of
the parties;

NOW THEREFORE, in consideration of the mutual
covenants set forth herein and in the Transfer Agreement:

1. The Transfer Agreement as amended is hereby
amended on page 3, Section 5, line 14, by deleting "third
party claims (other than employee claims for which RTZ,
referred to as "Buyer" in the Stock Purchase Agreement, is
responsible under Section 7.4 of the Stock Purchase
Agreement)" after "any" and by inserting "third party claims
(other than third party claims for which and to the extent
that Cyprus and Cyprus Minerals Company are not liable to
any Buyer Indemnitee under the Stock Purchase Agreement)"
after "any".

2. This Amendment may be executed in one or more
counterparts and each counterpart shall be deemed to be an
original.

REDACTED DOCUMENT

IN WITNESS WHEREOF, the parties have duly executed
this Second Amendment to the Agreement of Transfer and
Assumption on the day and year first above written.

Approved by:

CYPRUS TALC CORPORATION

RTZ AMERICA INC.

By: *[Signature]*
Senior Vice President

By: *Arthur P. Elise*
President

CYPRUS MINES CORPORATION

By: *[Signature]*
President

REDACTED DOCUMENT

REDACTED DOCUMENT

BILL OF SALE AND ASSIGNMENT

THIS IS A BILL OF SALE AND ASSIGNMENT executed this 30th day of June, 1992, by Cyprus Mines Corporation, a Delaware corporation ("Seller"), pursuant to Section 8(a)(ii) of the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended (the "Agreement"), by and between Seller and Cyprus Talc Corporation, a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein have the same meaning ascribed to them in the Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of Seller's right, title, and interest in and to all of the Transferred Assets.

To the extent that any provision of this Bill of Sale and Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed by its duly authorized officer as of the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: 

Name: P. C. Wolf
Title: President

REDACTED DOCUMENT

REDACTED DOCUMENT

ASSIGNMENT OF TRADEMARKS AND TRADENAMES

THIS IS AN ASSIGNMENT OF TRADEMARKS AND TRADENAMES executed this 30th day of June, 1992 by Cyprus Mines Corporation, a Delaware corporation ("Seller"), pursuant to Section 8(a)(ii) of the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended (the "Agreement"), by and between Seller and Cyprus Talc Corporation, a Delaware corporation ("Buyer").

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of its legal or beneficial right, title and interest in and to all trademarks, trademark applications, service marks and tradenames, including all goodwill associated therewith, that are specified on Exhibit A hereto, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made.

To the extent any provision of this Assignment of Trademarks and Tradenames is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks and Tradenames to be executed by its duly authorized officer as of the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: 

Name: P. G. Wolf
Title: President.

REDACTED DOCUMENT

Exhibit A
Page 1

TRADEMARKS

<u>Cyprus Party</u>	<u>Trademark</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Mines Corporation	AC CLAY	U.S.A. - No. 787,316	03/31/84
Cyprus Mines Corporation	ADSORBOL	U.S.A. - No. 437,025	05/08/47
Cyprus Mines Corporation	ALTALC	U.S.A. - No. 1,271,407	03/27/84
Cyprus Mines Corporation	ASPEN	U.S.A. - No. 1,276,609	05/08/84
Cyprus Mines Corporation	ATOMITE	U.S.A. - No. 415,469	09/18/85
Cyprus Mines Corporation	BARIMITE	U.S.A. - No. 1,244,825	07/12/83
Cyprus Mines Corporation	CYPRUFIL	U.S.A. - No. 1,276,607	05/08/84
Cyprus Mines Corporation	CYPRUCAST	U.S.A. - No. 1,205,102	08/17/83
Cyprus Minerals Company	CIMFLX	U.S.A. - No. 74/144,440	*
Cyprus Mines Corporation	DRICALITE	U.S.A. - No. 1,244,041	07/05/83
Cyprus Mines Corporation	DURAMITE	U.S.A. - No. 1,246,713	08/03/83
Cyprus Mines Corporation	FURNACE CREEK	U.S.A. - No. 1,276,606	05/08/84
Cyprus Mines Corporation	KOTAMITE	U.S.A. - No. 1,083,629	04/23/86
Cyprus Mines Corporation	MISTROBRITE	U.S.A. - No. 886,957	03/03/70
Cyprus Mines Corporation	MISTRON	United Kingdom - No. 888,418	08/24/84
Cyprus Mines Corporation	MISTRON	Greece - No. 32,090	08/13/84
Cyprus Mines Corporation	MISTRON	France - No. 83,257	08/12/84
Cyprus Mines Corporation	MISTRON	Finland - No. 46,340	03/05/86
Cyprus Mines Corporation	MISTRON	Canada - No. 139,280	02/19/85
Cyprus Mines Corporation	MISTRON	Benelux - No. 71,923	10/28/71
Cyprus Mines Corporation	MISTRON	Belgium - No. 102,577	08/12/84
Cyprus Mines Corporation	MISTRON	Denmark - No. 3873/64	11/18/84
Cyprus Mines Corporation	MISTRON	Japan - No. 552,002	06/07/60
Cyprus Mines Corporation	MISTRON	Mexico - No. 170,002 (abandoned)	11/11/84
Cyprus Mines Corporation	MISTRON	Netherlands - No. 153,884	08/03/84
Cyprus Mines Corporation	MISTRON	U.S.A. - No. 534,073	11/28/50
Cyprus Mines Corporation	MISTRON	Australia - No. A-189,168	07/29/84
Cyprus Mines Corporation	MISTRON	Australia - No. 53,206	07/27/84
Cyprus Mines Corporation	MISTRON	West Germany - No. 819,565	05/16/86
Cyprus Mines Corporation	MISTRON	South Korea - No. 20880	01/13/71
Cyprus Mines Corporation	MISTRON	Spain - No. 452,784	07/29/84
Cyprus Mines Corporation	MISTRON	Sweden - No. 199,404	*
Cyprus Mines Corporation	MISTRON	Switzerland - No. 205,871	11/03/84
Cyprus Mines Corporation	MISTRON	Italy - No. 83,257	08/12/84
Cyprus Mines Corporation	MISTRON	Norway - No. 68,025	05/15/85
Cyprus Mines Corporation	MISTRON CASCADE	U.S.A. - No. 74,080,117	*
Cyprus Mines Corporation	MISTRON CYPRUSBOND	U.S.A. - No. 1,271,408	03/27/84
Cyprus Mines Corporation	MISTRON CYPRUSPERSE	U.S.A. - No. 1,271,405	03/27/84
Cyprus Mines Corporation	MISTRON FROST	U.S.A. - No. 1,272,268	03/03/84
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,332	*
Cyprus Mines Corporation	MISTRON SUPER FROST	U.S.A. - No. 1,271,403	03/27/84
Cyprus Mines Corporation	MISTRON SUPER VAPOR	U.S.A. - No. 1,331,487	*

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REDACTED DOCUMENT

Exhibit A
Page 2

<u>Cyprus Party</u>	<u>Trademark</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Mines Corporation	MISTRON ULTRAMIX	U.S.A. - No. 1,272,287	03/03/84
Cyprus Mines Corporation	MISTRON VAPOR	Japan - No. 1,248,300	
Cyprus Mines Corporation	MISTRON ZETA PLUS	Registration pending	
Cyprus Mines Corporation	MONOBLEND	U.S.A. - No. 1,271,408	03/27/84
Cyprus Mines Corporation	SIERRALITE	U.S.A. - No. 1,271,401	03/27/84
Cyprus Mines Corporation	SIERRA WHITE	U.S.A. - No. 1,278,371	05/29/84
Cyprus Mines Corporation	SILVERBOW	U.S.A. - No. 1,271,389	03/27/84
Cyprus Mines Corporation	SNOWFLAKE WHITE	U.S.A. - No. 1,248,714	08/02/83
Cyprus Mines Corporation	STEAWHITE	U.S.A. - No. 1,271,400	03/27/84
Cyprus Mines Corporation	SUPERCOAT	U.S.A. - No. 1,244,040	07/05/83
Cyprus Mines Corporation	SUPERMITE	U.S.A. - No. 1,083,678	
Cyprus Mines Corporation	SUPRA	U.S.A. - No. 1,270,450	03/20/84
Cyprus Mines Corporation	SUPRAFINO	U.S.A. - No. 1,275,883	05/01/84
Cyprus Mines Corporation	UNITED SIERRA	U.S.A. - No. 12,488	08/22/86
Cyprus Mines Corporation	PYROPAQUE	U.S.A. - No. 807,428	04/26/88
Cyprus Mines Corporation	SIERRA	U.S.A. - No. 187,812	03/29/83
Cyprus Mines Corporation	SUPREME		
Cyprus Mines Corporation	YELLOWSTONE TALC	U.S.A. - No. 589,928	05/18/84
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,322	04/18/85
Cyprus Mines Corporation	ULTRAMITE		
Cyprus Mines Corporation	MISTROCARB	S/N 380,779 (expired)	08/18/82
Cyprus Mines Corporation	STELLAR	U.S.A. - No. 1,830,831	01/08/91

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Exhibit A
Page 3

SCHEDULE 5.15

DIMTA, S.A.

Trademark 1.185.098/1 "TALCOLIVA", applied for on 13th March 1987 and granted on 20th September 1989 for Class 3rd: Talc Products.

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SUPPLEMENT

TRADEMARKS

<u>Cyprus Party</u>	<u>Trademark</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Mines Corporation	AC CLAY	U.S.A. - No. 767,316	03/31/64
Cyprus Mines Corporation	ADSORBOL	U.S.A. - No. 437,025	05/09/47
Cyprus Mines Corporation	ALTALC	U.S.A. - No. 1,271,407	03/27/84
Cyprus Mines Corporation	ASPEN	U.S.A. - No. 1,276,609	05/08/84
Cyprus Mines Corporation	ATOMITE	U.S.A. - No. 416,469	09/18/65
Cyprus Mines Corporation	BARIMITE	U.S.A. - No. 1,244,925	07/12/83
Cyprus Mines Corporation	CYPRUFIL	U.S.A. - No. 1,276,607	05/08/84
Cyprus Mines Corporation	CYPRUCAST	U.S.A. - No. 1,205,102	08/17/83
Cyprus Minerals Company	CIMFLX	U.S.A. - No. 74/144,440	03/04/91
Cyprus Mines Corporation	DRIKALITE	U.S.A. - No. 1,244,041	07/05/83
Cyprus Mines Corporation	DURAMITE	U.S.A. - No. 1,246,713	08/03/83
Cyprus Mines Corporation	FURNACE CREEK	U.S.A. - No. 1,276,605	05/08/84
Cyprus Mines Corporation	KOTAMITE	U.S.A. - No. 1,063,629	04/23/86
Cyprus Mines Corporation	MISTROBRITE	U.S.A. - No. 886,957	03/03/70
Cyprus Mines Corporation	MISTROCARB	S/N 380,779 (expired)	08/19/82
Cyprus Mines Corporation	MISTRON	United Kingdom - No. 868,418	08/24/64
Cyprus Mines Corporation	MISTRON	Greece - No. 32,090	08/13/64
Cyprus Mines Corporation	MISTRON	France - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Finland - No. 46,340	03/05/66
Cyprus Mines Corporation	MISTRON	Canada - No. 139,280	02/19/65
Cyprus Mines Corporation	MISTRON	Benelux - No. 71,923	10/28/71
Cyprus Mines Corporation	MISTRON	Belgium - No. 102,577	08/12/64
Cyprus Mines Corporation	MISTRON	Denmark - No. 3673/64	11/18/64
Cyprus Mines Corporation	MISTRON	Japan - No. 552,002	06/07/60
Cyprus Mines Corporation	MISTRON	Mexico - No. 170,002 (abandoned)	11/11/64
Cyprus Mines Corporation	MISTRON	Netherlands - No. 153,884	08/03/64
Cyprus Mines Corporation	MISTRON	U.S.A. - No. 534,073	11/28/50
Cyprus Mines Corporation	MISTRON	Australia - No. A-189,166	07/29/64
Cyprus Mines Corporation	MISTRON	Australia - No. 53,206	07/27/64
Cyprus Mines Corporation	MISTRON	West Germany - No. 819,565	05/16/66
Cyprus Mines Corporation	MISTRON	South Korea - No. 20980	01/13/71
Cyprus Mines Corporation	MISTRON	Spain - No. 452,784	07/29/64
Cyprus Mines Corporation	MISTRON	Sweden - No. 199,404	01/17/86
Cyprus Mines Corporation	MISTRON	Switzerland - No. 205,871	11/03/64
Cyprus Mines Corporation	MISTRON	Italy - No. 83,257	08/12/64
Cyprus Mines Corporation	MISTRON	Norway - No. 66,025	05/15/65
Cyprus Mines Corporation	MISTRON CASCADE	U.S.A. - No. 74/080,117	07/20/90
Cyprus Mines Corporation	MISTRON CYPRUSBOND	U.S.A. - No. 1,271,408	03/27/84
Cyprus Mines Corporation	MISTRON CYPRUSPERSE	U.S.A. - No. 1,271,405	03/27/84
Cyprus Mines Corporation	MISTRON FROST	U.S.A. - No. 1,272,268	03/03/84
Cyprus Mines Corporation	MISTRON SPRAY	U.S.A. - No. 1,330,322	04/16/85
Cyprus Mines Corporation	MISTRON SUPER FROST	U.S.A. - No. 1,271,403	03/27/84
Cyprus Mines Corporation	MISTRON SUPER VAPOR	U.S.A. - No. 1,331,497	04/23/85

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<u>Cyprus Party</u>	<u>Trademark</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Mines Corporation	MISTRON ULTRAMIX	U.S.A. - No. 1,272,267	03/03/84
Cyprus Mines Corporation	MISTRON VAPOR	Japan - No. 1,248,300	02/10/77
Cyprus Mines Corporation	MISTRON ZETA PLUS	Registration pending	
Cyprus Mines Corporation	MONOBLEND	U.S.A. - No. 1,271,406	03/27/84
Cyprus Mines Corporation	PYROPAQUE	U.S.A. - No. 807,429	04/26/66
Cyprus Mines Corporation	SIERRALITE	U.S.A. - No. 1,271,401	03/27/84
Cyprus Mines Corporation	SIERRA	U.S.A. - No. 197,912	03/29/83
Cyprus Mines Corporation	SIERRA WHITE	U.S.A. - No. 1,279,371	05/29/84
Cyprus Mines Corporation	SILVERBOW	U.S.A. - No. 1,271,399	03/27/84
Cyprus Mines Corporation	SNOWFLAKE WHITE	U.S.A. - No. 1,246,714	08/02/83
Cyprus Mines Corporation	STEAWHITE	U.S.A. - No. 1,271,400	03/27/84
Cyprus Mines Corporation	STELLAR	U.S.A. - No. 1,630,531	01/08/91
Cyprus Mines Corporation	SUPERCOAT	U.S.A. - No. 1,244,040	07/05/83
Cyprus Mines Corporation	SUPERMITE	U.S.A. - No. 1,063,678	04/19/77
Cyprus Mines Corporation	SUPRA	U.S.A. - No. 1,270,450	03/20/84
Cyprus Mines Corporation	SUPRAFINO	U.S.A. - No. 1,275,663	05/01/84
Cyprus Mines Corporation	SUPREME	U.S.A. - No. 1,273,240	04/10/84
Cyprus Mines Corporation	ULTRAMITE		
Cyprus Mines Corporation	UNITED SIERRA	U.S.A. - No. 12,498	08/22/66
Cyprus Mines Corporation	YELLOWSTONE TALC	U.S.A. - No. 589,928	05/18/54
MTA, S.A.	TALCÓLIVA	Spain - No. 1.185.098/1	09/20/89

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ASSIGNMENT OF PATENTS

THIS IS AN ASSIGNMENT OF PATENTS executed this 30th day of June, 1992
by Cyprus Mines Corporation, a Delaware corporation ("Seller"), pursuant to Section
8(a)(ii) of the Agreement of Transfer and Assumption dated as of June 5, 1992 as
amended (the "Agreement"), by and between Seller and Cyprus Talc Corporation, a
Delaware corporation ("Buyer").

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration,
the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells,
conveys, assigns, transfers and delivers to Buyer all of its legal or beneficial right, title
and interest in and to all patents, exclusive or non-exclusive rights or interests in
patents, and patent applications, including all goodwill associated therewith, that are
specified on Exhibit A hereto, for Buyer's own use and enjoyment and for the use and
enjoyment of its successors and assigns, to the full term of all the letters patent
relating thereto, as fully and entirely as the same would have been held and enjoyed
by Seller if this sale, assignment and transfer had not been made.

To the extent any provision of this Assignment of Patents is inconsistent with
the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Assignment of Patents to be
executed by its duly authorized officer as of the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: 

Name: P. C. Wolf
Title: President

REDACTED DOCUMENT

Exhibit A
Page 1

PATENTS

<u>Compt Party</u>	<u>Patent</u>	<u>Country/Number</u>	<u>DATE GRANTED</u>
Cyprus Industrial Minerals Company	An Amino Acid Coated Mineral Powder Composition and a Method for Making the same	U.S.A. - 07/824,580	
Cyprus Industrial Minerals Company	Centrifugal Particle Classifier Having Uniform Influx Distributor	U.S.A. - *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Australia - No. 23168/88	05/23/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Brazil - No. PI 8807707	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Canada - No. 599,916 and 577,321	09/14/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	China - No. 89104404.3 and 88107159	05/16/89
Cyprus Industrial Minerals	Method and Apparatus for Friction Sorting of Particular Materials	Egypt - No. 243/89	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Europe - No. 88907535.4	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Finland - *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	France - No. 8911027	

Filed

*Patent number unknown

REDACTED DOCUMENT

Exhibit A
Page 2

<u>Cyprus Party</u>	<u>Patent</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	India - Nos. 821/Cal/88 382/Cal/89 383/Cal/89	10/04/88
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Italy - No. *	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Japan - No. 50712/88	08/18/88
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Norway - No. 185/182	01/08/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	South Korea - No. 89-700872	05/17/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Spain - No. 2009039	06/27/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	Turkey - No. 45527/88	10/19/89
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	U.S.A. - No. 5,069,346	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	WO - No. 8,902,328	
Cyprus Industrial Minerals Company	Method and Apparatus for Friction Sorting of Particular Materials	EP - No. 335,922	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Brazil - No. PI 8904545	

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*Patent number unknown

REDACTED DOCUMENT

Exhibit A
Page 3

<u>Cyprus Party</u>	<u>Patent</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Denmark - No. 4412/89	01/06/89
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Greece - No. 890100006	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Argentina - No. 312935	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Australia - No. 29373/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Chile - No. 009/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Europe - No. 89901770,1-2304	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Finland - No. 894147	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Italy - No. 88/02814	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Japan - No. 501645/89	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Mexico - No. 14459	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	New Zealand - No. 277,526	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulp in Papermaking	Norway - No. 893578	

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Exhibit A
Page 4

<u>Cyprus Party</u>	<u>Patent</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Portugal - No. 89397	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	South Africa - No. 890038	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	Spain - No. 2010072	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	U.S.A. - No. 4,864,955	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	WO - No. 8,906,294	
Cyprus Industrial Minerals Company	Method of Reducing Pitch and Pulping in Papermaking	EP - No. 374,196	
Cyprus Industrial Minerals Company	Rubber Composition Comprising Phylliculate Salates	U.S.A. - No. 4,431,755	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	U.S.A. - *	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	ES - No. 2,011740	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	BR - No. 8,904,173	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	FR - No. 2,635,475	
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	AU - No. 8,934,837	

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Exhibit A
Page 5

<u>Cyprus Party</u>	<u>Patent</u>	<u>Country/Number</u>	<u>Date Granted</u>
Cyprus Industrial Minerals Company	Separation Method for Different Materials Using Turntable	CN - No. 1,040,335	
Cyprus Industrial Minerals Company	Small Particle Separator	U.S.A. - No. 07/588,202	
Cyprus Industrial Minerals Company	Small Particle Separator	Egypt - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Brazil - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Brazil - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Europe - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	India - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	South Korea - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Norway - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Finland - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	Australia - No. *	
Cyprus Industrial Minerals Company	Small Particle Separator	China - No. *	
Cyprus Mines Corporation	Beneficiation of New York State Talc	U.S.A. - No. 3,837,582	
Cyprus Mines Corporation	Beneficiated Talc as Filler	U.S.A. - No. 4,814,019	
Cyprus Mines Corporation	Removing Tremolite	U.S.A. - No. 3,965,241	
Cyprus Mines Corporation	Rendering Montana Talc Suitable for use as fillers	U.S.A. - No. 4,931,493	

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SUPPLEMENT PATENTS			
CYPRUS PARTY	PATENT	COUNTRY/NUMBER	DATE GRANTED
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Belgium - No. 883,648	06/30/80
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Canada - No. 1188513	06/30/80
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Europe - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	France - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Great Britain - No. 00417567	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Italy - No. 004176	01/18/85
Cyprus Industrial Minerals	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Japan - No. 824049	10/24/81
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Korea - No. 18339	02/01/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Luxembourg - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Netherlands - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	New Zealand - No. 197297	05/15/84
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Sweden - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	Switzerland - No. 0041756	01/18/85

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PATENTS			
CYPRUS PARTY	PATENT	COUNTRY/NUMBER	DATE GRANTED
Cyprus Industrial Minerals Company	New Composition for the Color Developing Coating in Pressure Sensitive Carbonless Copying Systems	West Germany - No. 0041756	01/18/85
Cyprus Industrial Minerals Company	Rubber Composition Comprising Phyllosilicate Minerals, Salines, and Quaternary Ammonium Salts	Canada - No. 490,980	*
Cyprus Industrial Minerals Company	Rubber Composition and Method of Incorporating Carbon Black and a Quaternary Ammonium Coupling Agent Salt into Natural Rubber Containing Compositions	U.S.A. - No. 4,598,105	07/01/86
Cyprus Industrial Minerals Company	Rubber Composition and Method of Incorporating Carbon Black and a Quaternary Ammonium Coupling Agent Salt into Natural Rubber Containing Compositions	U.S.A. - No. 4,602,052	07/22/86
Cyprus Industrial Minerals Company	Pharmaceutical Tablet Matrix Containing Talc as a Major Component	U.S.A. - No. SN264,377	10/31/88

REDACTED DOCUMENT

REDACTED DOCUMENT

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT dated June 30, 1992 by and between Cyprus Mines Corporation, a Delaware corporation ("Seller") and Cyprus Talc Corporation, a Delaware corporation ("Buyer"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended, by and among Seller and Buyer (the "Agreement").


WHEREAS, pursuant to Sections 4 and 8(b)(i) of the Agreement, Buyer has agreed to assume the Assumed Liabilities;

NOW, THEREFORE, in consideration of the foregoing, Buyer hereby agrees, subject to the terms and conditions set forth in the Agreement, to assume, perform, pay and discharge the Assumed Liabilities.

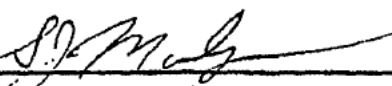
To the extent any provision of this Assumption Agreement is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed on the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: 
Name: P. C. Wolf
Title: President

CYPRUS TALC CORPORATION,
a Delaware corporation

BY: 
Name: G. J. Malys
Title: Senior Vice President

REDACTED DOCUMENT

REDACTED DOCUMENT

ASSUMPTION AND RETENTION AGREEMENT

ASSUMPTION AND RETENTION AGREEMENT dated June 30, 1992 by and between Cyprus Mines Corporation, a Delaware corporation ("Seller") and Cyprus Talc Corporation, a Delaware corporation ("Buyer"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement of Transfer and Assumption dated as of June 5, 1992 as amended, by and among Seller and Buyer (the "Agreement").

WHEREAS, pursuant to Sections 5 and 8(a)(iii) of the Agreement, Seller has agreed to retain or assume the Excluded Liabilities;

NOW, THEREFORE, in consideration of the foregoing, Seller hereby agrees, subject to the terms and conditions set forth in the Agreement, to retain or assume the Excluded Liabilities.

To the extent any provision of this Assumption and Retention Agreement is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption and Retention Agreement to be duly executed on the date first above written.

CYPRUS MINES CORPORATION,
a Delaware corporation

BY: 

Name: P. G. Wolf
Title: President

CYPRUS TALC CORPORATION,
a Delaware corporation

BY: 

Name: G. J. Malys
Title: Senior Vice President

REDACTED DOCUMENT

REDACTED DOCUMENT

State of Delaware

PAGE 1



Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE. DO HEREBY CERTIFY RTZ AMERICA INC. IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

A A A A A A A A A A



722177006

A handwritten signature in cursive script, appearing to read "Michael Ratchford".

Michael Ratchford, Secretary of State

AUTHENTICATION: 3498001

DATE: 06/25/1992

REDACTED DOCUMENT

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CYPRUS MINES CORPORATION

Consent Action by the Board

June 30, 1992

We, the undersigned, being all of the Directors of Cyprus Mines Corporation (the "Corporation"), do hereby waive call, notice, meeting, and vote and do hereby consent to, confirm, and verify the following corporate actions pursuant to authority vested by the Delaware Corporation Law, Section 141(f):

RESOLVED, that this Corporation hereby transfer, effective immediately prior to the close of business on the Closing Date as defined in the Stock Purchase Agreement dated June 5, 1992 among Cyprus Mines Corporation ("Cyprus"), Cyprus Minerals Company, and RTZ America, Inc., as amended, (the "Agreement"), a copy of which is attached hereto as Exhibit A, to Cyprus Talc Corporation, a wholly owned subsidiary of this Corporation, as a contribution to the capital of Cyprus Talc Corporation, in accordance with the Agreement of Transfer and Assumption between Cyprus Talc Corporation and Cyprus Mines Corporation dated June 5, 1992, as amended (the "Transfer Agreement"), a copy of which is attached hereto as Exhibit B, all of Cyprus' right, title and interest in and to the assets, properties, rights and businesses of every type and description used primarily in or relating primarily to Cyprus' talc business (the "Talc Business"), whether real, personal and mixed, tangible or intangible, whether currently in use or idle, fixed or unfixed, accrued, absolute, contingent or otherwise, wherever located and including, without limitation, all of the right, title and interest of Cyprus in the assets listed in paragraphs [a] through [i] below (but excluding the Excluded Assets as defined in the Transfer Agreement):

- [a] Cyprus' record and beneficial ownership of all of the issued and outstanding shares of the capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation, and its subsidiaries, Mistrion Mineralien GmbH, a German corporation [REDACTED] and DIMTA, S.A., a Spanish corporation [REDACTED] Cyprus Windsor Minerals Corporation, a Vermont corporation and its subsidiary Cyprus Western Source Corporation, a California corporation; and Green Mountain Talc Corporation, a Delaware corporation; and Cyprus' record and beneficial ownership of [REDACTED] of the issued and outstanding shares of capital stock of Nihon Mistrion Company, Ltd., a Tokyo, Japan corporation (collectively, the "Shares");
- [b] The real property and mineral rights of the Talc Business and the records thereof;

REDACTED DOCUMENT

- (c) All current assets, including without limitation, all cash and, to the extent that the same may exist, all certificates of deposit, accounts receivable, claims, prepaid expenses, deferred charges, advances and deposits;
- (d) All talc inventories of finished products, work-in-progress and raw materials of the Talc Business;
- (e) All talc facilities and equipment of the Talc Business;
- (f) All business machines, furniture and fixtures, supplies, office equipment, vehicles and other tangible personal property used primarily in or relating primarily to the Talc Business;
- (g) All trademarks and other marks and, to the extent that the same may exist, all inventions, patents and any copyrights, and registrations thereof, all applications for any of the foregoing and all trade names;
- (h) All right, title and interest in, to and under all contracts, agreements, leases, licenses, permits, orders, commitments of understandings to which Cyprus is a party or entitled to any right or interest;
- (i) All trade secrets, processes, specifications, designs, drawings and technology which relate primarily to the Talc Business;
- (j) All contracts, books, records and other data relating primarily to the Talc Business;
- (k) All causes of action and claims of any kind of Cyprus against any other party related primarily to the Talc Business;
- (l) All other assets and rights of the Talc Business as a going concern;

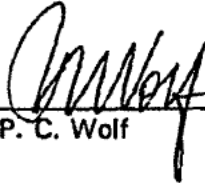
together with any and all liabilities whether known, unknown, contingent or otherwise related to the above-referenced items, with the exception of Excluded Liabilities as described in the Agreement; provided, however, that no such right, title, or interest described above shall be deemed to be conveyed hereof if any consent necessary to such conveyance, which consent shall be effective as of the effective date of such conveyance, shall not have been, or shall not be, obtained, or if such conveyance would result in forfeiture of the interest conveyed or in other significant monetary (non-tax) penalty; and further

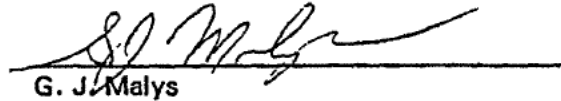
RESOLVED, that any prior transfer of the assets, properties, rights, and businesses to Cyprus Talc Corporation by this Corporation are hereby ratified, confirmed, and approved; and further

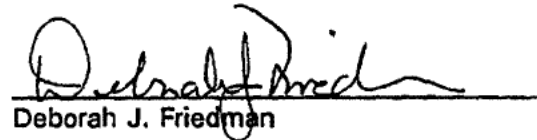
REDACTED DOCUMENT

RESOLVED, that the Transfer Agreement, as amended, is hereby ratified, confirmed and approved; and further

RESOLVED, that the President, any Senior Vice President, Vice President, the Secretary or any Assistant Secretary of this Corporation are hereby authorized, empowered and directed to convey the Shares to Cyprus Talc Corporation, and to execute and deliver such stock certificates, stock powers and other documents and to take all other steps which may be necessary or desirable in connection with such conveyance.

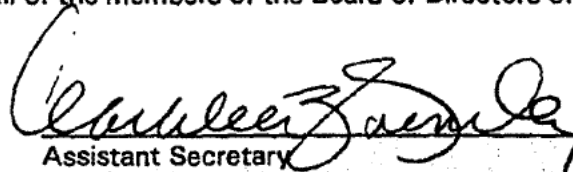


P. C. Wolf

G. J. Malys

Deborah J. Friedman

I hereby certify that the above signatories to this Consent Action by the Board of Cyprus Mines Corporation dated June 30, 1992, are all of the members of the Board of Directors of this Corporation on the date hereof.



Assistant Secretary

REDACTED DOCUMENT

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RTZ AMERICA INC.

Officer's Certificate

I, Arthur Glass, President of RTZ America Inc., a Delaware corporation ("RTZ"), pursuant to Section 8.3 of the Stock Purchase Agreement dated as of June 5, 1992, as amended (the "Purchase Agreement"), by and among RTZ, Cyprus Mines Corporation, a Delaware corporation, and Cyprus Minerals Company, a Delaware corporation, hereby certify that (i) each of the representations and warranties of RTZ contained in the Purchase Agreement are true in all material respects at and as of the date hereof with the same force and effect as though made at and as of the date hereof, except for changes permitted or contemplated by the Purchase Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date, and (ii) RTZ have performed and complied in all material respects with all its undertakings and agreements required by the Purchase Agreement to be performed or complied with by RTZ prior to or on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as of June 30, 1992.



President

REDACTED DOCUMENT

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RTZ AMERICA INC.

Secretary's Certificate

and

Incumbency Certificate

The undersigned hereby certifies that he is the Secretary of RTZ America Inc., a Delaware corporation ("RTZ"), and that, as such, he is authorized to execute this Certificate on behalf of RTZ, and further certifies, as of immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement dated as of June 5, 1992, as amended, (the "Purchase Agreement"), by and among RTZ, Cyprus Mines Corporation, a Delaware corporation, and Cyprus Minerals Company, a Delaware corporation, as follows:

(i) attached hereto as Exhibit A is a complete and correct copy of the resolutions of the Board of Directors of RTZ authorizing the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereunder;

(ii) the following person is a duly elected, qualified and acting officer of RTZ and the signature appearing opposite the name of such officer is his true signature:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Arthur Glass	President	<u>Arthur Glass</u>

REDACTED DOCUMENT

IN WITNESS WHEREOF, I have hereunto signed my name
as of June 30, 1992.

RTZ AMERICA INC.

By: Barry Grossman
Barry Grossman
Secretary

REDACTED DOCUMENT

Exhibit A

RESOLUTIONS
ADOPTED BY THE BOARD OF
RTZ AMERICA INC.
AT A SPECIAL MEETING
HELD ON JUNE 5, 1992

WHEREAS, Cyprus Mines Corporation, a Delaware Corporation ("Seller"), is the sole record and beneficial owner of all issued and outstanding shares of capital stock (the "Shares") of Cyprus Talc Corporation, a Delaware corporation ("Newco");

WHEREAS, Newco is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation, Cyprus Windsor Minerals Corporation, a Vermont corporation, and its subsidiary Cyprus Western Source Corporation, a California corporation, and Green Mountain Talc Corporation, a Delaware Corporation, and is the record and beneficial owner of [REDACTED] of the issued and outstanding shares of DIMTA S.A., a company organized under the laws of Spain and is the record and beneficial owner of [REDACTED] of the issued and outstanding shares of Nihon Mistrion Company, a Tokyo, Japan corporation (collectively the "Other Companies"); and

WHEREAS, Seller desires to sell or cause the sale of, and the Corporation desires to purchase, the Shares;
NOW, THEREFORE, BE IT,

RESOLVED, that the Stock Purchase Agreement, together with the Schedules and Exhibits attached thereto (the "Agreement"), among Seller, Cyprus Minerals Company, a Delaware corporation ("Cyprus"), and the Corporation, in substantially the form distributed to directors at this meeting and to be included with the minutes of this meeting, providing for the purchase by the Corporation from Seller of the Shares, together with all transactions contemplated thereby, be and hereby are approved, with such changes as the President, the Secretary, the Treasurer or any Director (each an "Authorized Officer") of the Corporation may approve, such approval to be conclusively evidenced by the execution and delivery thereof; and

FURTHER RESOLVED, that each of the Authorized Officers be, and each such Authorized Officer hereby is, authorized to take, or cause the Corporation or any of its subsidiaries to take, any actions they deem necessary or appropriate in order to obtain any and all necessary permits, authorizations, orders and approvals under applicable statutes or regulations, including federal,

REDACTED DOCUMENT

state, local and foreign statutes or regulations, as may be required to carry out the transactions contemplated by the Agreement; and

FURTHER RESOLVED, that each of the Authorized Officers be, and each such Authorized Officer hereby is, authorized and directed to do and perform all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such applications, filings, agreements including the Agreement, documents, instruments or certificates in the name and on behalf of the Corporation as each such Authorized Officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of these resolutions; and

FURTHER RESOLVED, that each of the Authorized Officers be, and each such Authorized Officer hereby is, authorized to execute and file any applications, certificates or other documents as may be necessary to carry out any one or more of the Agreements and the intent of the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by any officer or director of the Corporation in connection with, or with respect to, the matters referred to in the foregoing resolutions be and hereby are confirmed, ratified and approved in all respects.

REDACTED DOCUMENT

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OFFICER'S CERTIFICATE
CYPRUS MINES CORPORATION


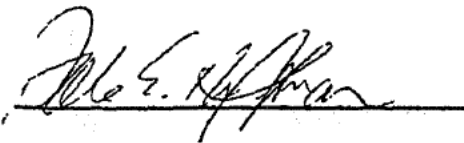
I, P. C. Wolf, President of Cyprus Mines Corporation, a Delaware corporation (herein called "Mines"), do hereby certify, pursuant to Section 12(c) of the European Stock Purchase Agreement (the "Agreement"), dated June 5, 1992 among Cyprus Mines Corporation and Talc de Luzenac S.A., as amended, as follows:

1. The representations and warranties of Mines referred to in Section 12(a) and 12(b) of the Agreement are true in all material respects except for changes permitted or contemplated by the Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty is true in all material respects as of such date, and except to the extent the untruthfulness of the representations and warranties in the aggregate would not constitute a material adverse change or unanticipated and undisclosed material liability previously unknown to RTZ America, Inc. which would have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.
2. Mines has performed and complied in all material respects with all of its undertakings and agreements required by the Agreement to have been complied with by it except to the extent non-compliance in the aggregate would not have a material adverse effect on the talc business of the Companies (as defined in the Agreement) as a whole.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name and affixed the seal of Cyprus Mines Corporation this 30th day of June, 1992.

ATTEST:

(CORPORATE SEAL)


P. C. Wolf, President
Cyprus Mines Corporation

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TALC DE LUZENAC S.A.

Officer's Certificate

I, Dr. Graham B. Lawson, Director of Talc Luzenac S.A., a company organized under the laws of France ("Luzenac"), pursuant to Section 11(c) of the European Stock Purchase Agreement dated as of June 5, 1992 (the "Purchase Agreement"), by and between Luzenac and Cyprus Mines Corporation, a Delaware corporation, hereby certify that (i) each of the representations and warranties of Luzenac contained in the Purchase Agreement are true in all material respects at and as of the date hereof with the same force and effect as though made at and as of the date hereof, except for changes permitted or contemplated by the Purchase Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date, and (ii) Luzenac has performed and complied in all material respects with all its undertakings and agreements required by the Purchase Agreement to be performed or complied with by Luzenac prior to or on the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name
as of June 30, 1992.

G. B. Lawson

Director

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REDACTED DOCUMENT

CYPRUS MINES CORPORATION

SECRETARY'S CERTIFICATE


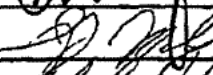
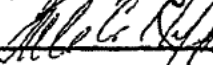
AND

INCUMBENCY CERTIFICATE

The undersigned hereby certifies that he is the Secretary of Cyprus Mines Corporation, a Delaware corporation ("Cyprus Mines"), and that, as such, he is authorized to execute this certificate on behalf of Cyprus Mines, and further certifies, as of immediately prior to the consummation of the transactions contemplated by the Stock Purchase Agreement dated as of June 5, 1992, as amended, (the "Purchase Agreement"), by and among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America, Inc. as follows:

- (i) attached hereto as Exhibit A is a complete and correct copy of the resolutions of the Board of Directors of Cyprus Mines authorizing the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereunder;
- (ii) the following persons are duly elected, qualified and acting officers of Cyprus Mines and the signature appearing opposite the name of such officer is his true signature:

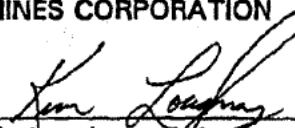
<u>NAME</u>	<u>OFFICE</u>
Philip C. Wolf	President
Gerald J. Malys	Senior Vice President
Dale E. Huffman	Assistant Secretary

<u>SIGNATURE</u>




IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of Cyprus Mines Corporation this 30th day of June, 1992.

CYPRUS MINES CORPORATION

BY:


Kevin Loughrey, Secretary

REDACTED DOCUMENT

EXHIBIT A

RESOLVED, that the execution of that certain Stock Purchase Agreement dated June 5, 1992, as amended on June 24, 1992, among Cyprus Mines Corporation, Cyprus Minerals Company, and RTZ America Inc., a copy of which is attached hereto as Exhibit A, and the performance by this Corporation of its obligations thereunder hereby are authorized; and further

RESOLVED, that the President, any Senior Vice President, Vice President, the Controller, Treasurer, Secretary or Assistant Secretary of this Corporation, or any person designated by any of the foregoing hereby are authorized to take such action as is necessary or appropriate to give effect to the foregoing resolution, including but not limited to the authority to make amendments to the terms and conditions of the Agreement and to execute and deliver all such documents as may to such officer appear necessary or appropriate to carry out the intent of the resolutions.

REDACTED DOCUMENT
LONDON/2746.05

EXHIBIT A

STOCK PURCHASE AGREEMENT

AMONG

CYPRUS MINES CORPORATION

CYPRUS MINERALS COMPANY

and

RTZ AMERICA INC.

Dated as of June 5, 1992

REDACTED DOCUMENT

STOCK PURCHASE AGREEMENT dated as of June 5, 1992 (herein, together with the Schedules and Annexes attached hereto, referred to as the "Agreement") by and among Cyprus Mines Corporation, a Delaware Corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the sole record and beneficial owner of all issued and outstanding shares of capital stock (the "Shares") of Cyprus Talc Corporation, a Delaware corporation ("Newco");

WHEREAS, Newco is the sole record and beneficial owner of all issued and outstanding shares of capital stock of Cyprus Industrial Minerals Corporation, a Nevada corporation; Cyprus Windsor Minerals Corporation, a Vermont corporation, and its subsidiary Cyprus Western Source Corporation, a California corporation; and Green Mountain Talc Corporation, a Delaware Corporation; and is the record and beneficial owner of [REDACTED] of the issued and outstanding shares of DIMTA S.A., a company organized under the laws of Spain and is the record and beneficial owner of [REDACTED] of the issued and outstanding shares of Nihon Mistrion Company, a Tokyo, Japan corporation (collectively the "Other Companies"); and

WHEREAS, upon the terms and conditions hereinafter set forth, Seller desires to sell or cause the sale of, and Buyer desires to purchase, the Shares;

NOW, THEREFORE, in reliance upon the representations and warranties made herein and in consideration of the mutual agreements herein contained, Buyer and Seller hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Accounting Principles" means the accounting principles, policies and procedures of the Companies set forth on Annex B hereto.

"Acquisition Proposal" shall have the meaning set forth in Section 7.10.

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"Active Employee" shall have the meaning set forth in Section 7.4(a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Assets of the Companies" means all assets, properties and rights of the Companies recorded on the Reference Balance Sheet.

"Breach" shall have the meaning set forth in Section 11.1(a).

"Business Liabilities" shall have the meaning set forth in Section 7.6.

"Buyer Indemnitee" shall have the meaning set forth in Section 11.1.

"Claims" shall have the meaning set forth in Section 7.6.

"Closing" shall have the meaning set forth in Section 3.1.

"Closing Date" shall have the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" shall mean collectively Newco and the Other Companies and each and every one of them shall be a "Company".

"Confidentiality Agreement" shall have the meaning set forth in Section 7.1.

"Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Current Assets" shall have the meaning set forth in Section 4.2.

"Current Liabilities" shall have the meaning set forth in Section 4.2.

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"Damages" shall have the meaning set forth in Section 11.1(a).

"Disputes Auditor" means Ernst & Young or any other independent accounting firm mutually agreed upon by Seller and Buyer.

"Encumbrances" shall have the meaning set forth in Section 5.3.

"Employee" shall have the meaning set forth in Section 5.14(i).

"Environmental Laws" mean any federal, state, foreign and local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, requirement or agreement with any governmental entity and any judicial interpretation thereof, in effect on the Closing Date relating to (x) the protection, preservation or restoration of the environment, (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (y) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of Hazardous Substances. The term Environmental Law includes, without limitation, the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act (SARA), the Federal Water Pollution Control Act of 1972, the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the federal Solid Waste Disposal and the federal Toxic Substances Control Act, the federal Insecticide, Fungicide and Rodenticide Act, each as in effect on the Closing Date. However, notwithstanding anything in this Agreement to the contrary, "Environmental Laws" shall not include (i) laws relating to product liability; and (ii) laws and regulations regarding human health or safety including without limitation, federal and state Occupational Safety and Health and Mine Safety and Health Acts (collectively, "Non-Environmental Laws").

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"European Companies" shall mean Cyprus Industrial Minerals de France SARL and Mistrion Mineralien GmbH.

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"Fee Property" shall have the meaning set forth in Section 5.8.

"Final Closing Statement" shall have the meaning set forth in Section 4.4.

"Financial Statements" shall have the meaning set forth in Section 5.5.

"Hamm Underground Mine Property" shall mean the property set forth on Annex C.

"Hazardous Substances" and "Hazardous Materials" mean any substance presently listed, defined, designated or classified as hazardous, toxic or radioactive under any Environmental Law, whether by type or by quantity, including any substance containing any such substance as a component. Hazardous Substance includes, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos containing material, urea formaldehyde foam insulation, lead and polychlorinated biphenyl.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnifying Party" shall mean any party indemnifying an Indemnatee pursuant to the terms of this Agreement.

"Indemnatee" means any party indemnified pursuant to the terms of this Agreement.

"Intellectual Property Rights" shall have the meaning set forth in Section 5.15.

"Knowledge of Seller" means the actual or "Other Knowledge" of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright.

"Leased Property" shall have the meaning set forth in Section 5.8.

"Leases" shall have the meaning set forth in Section 5.8.

"Liabilities of the Companies" means all liabilities and obligations of the Companies recorded on the Reference Balance Sheet.

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"Losses" shall have the meaning set forth in Section 11.3.

"Mineral Property" shall have the meaning set forth in Section 5.8.

"Non-Represented Employee" means any Employee who is not a Represented Employee.

"Other Companies" shall have the meaning set forth in the Preamble.

"Other Knowledge" means information which should have been acquired by a reasonable person in the position of R.D. Baker, F.F. Beyl, R.J. Buettner, D.E. Huffman, J.D. Lessner, M.J. Lorang, L.J. Verkest, P.C. Wolf or B.R. Wright and having his respective knowledge of facts (which shall be deemed to include the representations and warranties to be given by Seller to Buyer in this Agreement) which should have caused such reasonable person to make due enquiries, which enquiries would have provided such information.

"Permitted Exceptions" shall have the meaning set forth in Section 5.8.

"Person" means an individual, corporation, partnership, trust or unincorporated organization or a government or any agency or political subdivision thereof.

"Plan" shall have the meaning set forth in Section 5.14.

"Possessory Property" shall have the meaning set forth in Section 5.8.

"Pre-Closing Period" means any Tax period ending on or prior to the Closing Date; and a "Post-Closing Period" means any Tax period that is not a Pre-Closing Period.

"Preliminary Closing Statement" shall have the meaning set forth in Section 4.2.

"Purchase Price" shall have the meaning set forth in Section 2.2.

"Real Property" shall have the meaning set forth in Section 5.8.

"Reference Balance Sheet" means the combined balance sheet of the Companies and the European Companies as of March 31, 1992 included in the Financial Statements.

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"Release" has the same definition as in 42 U.S.C. § 9601(22).

"Represented Employee" means any Employee who is a member of a unit of Employees covered by a collective bargaining agreement.

"Returns" means all returns, reports, estimates, declarations, information returns and statements of any nature with respect to Taxes, including, without limitation, consolidated federal income tax returns of the Seller's Group, declarations of estimated tax and tax reports required to be filed with respect to the Companies or their respective income, properties or operations.

"Seller Indemnitee" shall have the meaning set forth in Section 11.2.

"Seller's Group" shall mean any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that includes the Seller or any predecessor of or successor to Seller (or another such predecessor or successor).

"Seller's Insurance Policies" shall have the meaning set forth in Section 7.6.

"Shares" shall have the meaning set forth in the Preamble.

"Subsidiaries" shall mean any Person (other than an individual) in which another person owns, beneficially or of record, securities or any other interest representing fifty percent (50%) or more of the aggregate voting power or equity interest in such Person.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, profits, severance, franchise, license, transfer, sales, use, payroll, employment, withholding, property (real or personal), excise and similar taxes (including interest, penalties or additions to such taxes and any interest in respect of such penalties or additions), but excluding all sales, use, value added, transfer and similar taxes imposed in connection with the consummation of the transactions contemplated by this Agreement.

"Working Capital of the Companies" shall have the meaning set forth in Section 4.2.

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ARTICLE 2

SALE AND PURCHASE OF SHARES

2.1. Sale and Purchase. Upon the terms and subject to the conditions contained herein, Seller will sell and transfer to Buyer, or cause the sale and transfer to Buyer of, and Buyer will purchase and accept, at the Closing, the Shares.

2.2. (a) Purchase Price and Payment. In consideration of the sale and transfer pursuant to Section 2.1, Buyer hereby agrees to pay to Seller a purchase price of (the "Purchase Price") [REDACTED], by wire transfer as provided in Section 3.2(b).

ARTICLE 3

CLOSING AND TERMINATION

3.1. Closing. The closing of the transactions provided for herein (the "Closing") will take place at the offices of Sullivan & Cromwell at 125 Broad Street, New York, New York at 10:00 a.m. (local time) on June 30, 1992 provided all conditions set forth in Articles 7 and 8 are satisfied or, if on such date such conditions are not satisfied, on the fifth business day following the satisfaction of all conditions set forth in Articles 7 and 8 (other than the conditions specified in Section 7.6 and 8.6, which shall be satisfied at the Closing), or at such other time and place as Buyer and Seller shall agree (the "Closing Date").

3.2. Transactions on the Closing Date. (a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following:

(i) stock certificates evidencing the Shares, in each case endorsed in blank or with an executed blank stock power attached, and in form suitable for transfer of valid title thereto to Buyer or its assigns, free and clear of any Encumbrances.

(ii) resignations of each of the directors and officers of each Company (except as Buyer may specify to Seller prior to Closing);

(iii) resignations of such auditors for each Company as Buyer may specify to Seller prior to Closing; and

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(iv) each of the certificates and other documents required by Article 9 hereof.

(b) At the Closing, Buyer will deliver to Seller the following:

(i) the Purchase Price by wire transfer in immediately available funds in U.S. dollars to the following account:

Pittsburgh National Bank (PNB)
Pittsburgh, PA

Cyprus Minerals Company

Further Credit: Cyprus Mines Corporation

the Closing shall not be deemed consummated until Seller shall have received confirmation from PNB of its receipt of the Purchase Price and;

(ii) each of the certificates and other documents required by Article 8 hereof.

3.3. Termination. Anything contained in this Agreement other than in this Section 3.3 to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and Seller;

(b) by either Buyer or Seller, if the transactions contemplated hereby are not consummated on or before August 31, 1992 (or such later date as may be agreed upon in writing by the parties hereto);

(c) by Buyer, if Seller shall breach in any material respect any of its representations, warranties or obligations hereunder and all breaches in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business taken as a whole and such breach shall not have been cured in all material respects or waived by Buyer and Seller shall not have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

(d) by Seller, if Buyer shall breach in any material respect any of its representations, warranties or obligations hereunder and such breach shall not have been cured in all material respects or waived and Buyer shall not

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have provided reasonable assurance that such breach will be cured in all material respects on or before the Closing Date.

3.4 Effect of Termination. Termination of this Agreement pursuant to this Article 3 shall terminate all provisions of this Agreement, except that Section 3.4, the last sentence of Section 7.1(a) and Sections 12.2, 12.3 and 12.11 shall survive any such termination; provided, however, that termination pursuant to Sections 3.3(c) or (e) shall not relieve the defaulting or breaching party hereunder from any liability to the other party hereto resulting from the default or breach hereunder of such defaulting or breaching party occurring prior to the date of termination.

ARTICLE 4

PRELIMINARY AND FINAL CLOSING STATEMENTS; ADJUSTMENTS

4.1 Working Capital. The parties intend that "Working Capital of the Companies", as defined in Section 4.2 below, shall be [REDACTED] as of the Closing. Using the procedure set forth below, the parties shall determine the amount and manner by which Seller shall pay Buyer for any deficiency in Working Capital of the Companies below [REDACTED] or by which Buyer shall pay Seller for any excess in Working Capital of the Companies over [REDACTED] as of the Closing.

4.2 Preliminary Closing Statement. (a) As soon as reasonably possible after the Closing Date but in any event within sixty (60) days thereafter, Buyer shall prepare and deliver to Seller a statement of combined Working Capital of the Companies derived from a combined balance sheet for the Companies and the European Companies as of the Closing (the "Preliminary Closing Statement"). "Working Capital of the Companies" shall for all purposes of this Agreement mean, as the context requires, the difference between total Current Assets and total Current Liabilities of the Companies and the European Companies reflected on the Reference Balance Sheet, the Preliminary Closing Statement or the Final Closing Statement. "Current Assets" shall for all purposes of this Agreement mean, as the context requires, cash, money on deposit with banks and other financial institutions, securities (excluding the stock of its subsidiaries), accounts receivable from customers or employees of the Companies, other receivables, all crude, work-in-process, finished goods and other product inventories, materials and supplies, and prepaid expenses. "Current Liabilities" shall

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for all purposes of this Agreement mean, as the context requires, the amount of accounts payable, short-term debt, the current portion of long-term debt, and accrued liabilities due within one year other than liability for federal income taxes. Any current assets retained by Seller at Closing shall be excluded from Working Capital of the Companies. Any current liabilities assumed or retained by Seller at Closing shall be excluded from Working Capital of the Companies. Current Assets and Current Liabilities shall be recorded consistent with the Accounting Principles. Seller shall assist Buyer, as reasonably requested by Buyer, in the preparation of such statement.

(b) The Preliminary Closing Statement and the Final Closing Statement shall be prepared in accordance with the Accounting Principles applied on a basis consistent with that applied in preparing the Reference Balance Sheet. In the determination of Working Capital of the Companies, finished product and crude talc inventories shall be valued in accordance with Seller's normal inventory valuation procedures and such valuation shall not be subject to adjustment.

(c) Seller will make available to Buyer and its representatives, as reasonably requested by Buyer, all books, records and other documents pertaining to the businesses of the Companies deemed necessary or desirable by Buyer in preparing the Preliminary Closing Statement.

4.3. Review of Statements. Seller and its independent certified public accountants may review the Preliminary Closing Statement and the books of account of Buyer relating to the Companies and the European Companies and may make inquiry of the representatives of Buyer's accountants and Buyer. The Preliminary Closing Statement shall be binding and conclusive upon, and deemed accepted by, Seller unless Seller shall have notified Buyer in writing within thirty (30) days after receipt of the Preliminary Closing Statement of any objections thereto. A notice under this Section 4.3 shall specify in reasonable detail the items in the Preliminary Closing Statement which are being disputed, and a summary of the reasons for such dispute.

4.4. Disputes; Final Closing Statement. (a) At the request of either party, any dispute between the parties relating to the Preliminary Closing Statement which cannot be resolved by them within thirty (30) days after receipt of notice of any objections to such Preliminary Closing Statement pursuant to Section 4.3 shall be referred to the Disputes Auditor for decision, which decision shall be final and binding on both parties. The parties agree that they

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will require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto.

(b) Before referring a matter to the Disputes Auditor, the parties shall agree on procedures to be followed by the Disputes Auditor (including procedures for presentation of evidence). If the parties are unable to agree upon procedures before the end of thirty (30) days after receipt of notice of any objections pursuant to Section 4.3, the Disputes Auditor shall establish procedures giving due regard to the intention of the parties to resolve disputes as quickly, efficiently and inexpensively as possible; the Disputes Auditor's procedures may be, but need not be, those proposed by either party, provided, that such procedure shall require the Disputes Auditor to render its decision within thirty (30) days after referral of the dispute to the Disputes Auditor for decision pursuant hereto. The parties shall, as promptly as practicable, submit evidence in accordance with the procedures agreed upon or established by the Disputes Auditor, and the Disputes Auditor shall decide the dispute in accordance therewith as promptly as practicable. The fee of the Disputes Auditor for, and relating to, the making of any such decision shall be borne by the parties equally.

(c) The Preliminary Closing Statement shall become final and binding on both parties upon the earliest of (i) if no such notice has been given, the expiration of the period within which Seller may notify Buyer of any objections thereto pursuant to Section 4.3, (ii) agreement in writing by Seller and Buyer that such Preliminary Closing Statement, together with any modifications thereto agreed by Seller and Buyer, shall be final and binding and (iii) the date on which the Disputes Auditor shall issue its decision with respect to any dispute relating to such Preliminary Closing Statement. The Preliminary Closing Statement, as adjusted pursuant to any agreement between the parties or pursuant to the decision of the Disputes Auditor, when final and binding on both parties, is herein referred to as the "Final Closing Statement".

4.5 Adjustment. Promptly after the Preliminary Closing Statement having become final and binding on Seller and Buyer pursuant to Section 4.4, but in no event later than the fifth business day thereafter, the following shall occur:

(a) If the Working Capital of the Companies as reflected on the Final Closing Statement exceeds [REDACTED], Buyer shall pay to Seller, by wire transfer in immediately available funds to the account designated by

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Seller not less than three business days prior to the date of such payment, an amount equal to such excess.

(b) If the Working Capital of the Companies as reflected on the Final Closing Statement is less than [REDACTED], Seller shall pay to Buyer, by wire transfer in immediately available funds to the account designated by Buyer not less than three business days prior to the date of such payment, an amount equal to such deficit.

4.6 Effect of Payment. Notwithstanding any other provision of this Agreement to the contrary, any payment made by Seller to Buyer or Buyer to Seller under this Article 4 shall have no effect upon either party's obligations to the other party under any other provision of this Agreement, including without limitation, Article 11.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER AND CYPRUS

Seller and Cyprus represent and warrant, jointly and severally, to Buyer that:

5.1 Organization of Seller, Cyprus and the Companies; Authority. Seller, Cyprus and each of the Companies is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with, in the case of Seller and Cyprus, the corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder. Each of the Companies is qualified to do business in each jurisdiction in which the nature of its business requires it to be so qualified except where failure to be so qualified would not have a material adverse effect on the assets, businesses, financial condition, results of operations or prospects of such Company. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller and of Cyprus. This Agreement has been duly executed and delivered by Seller and Cyprus and constitutes the valid, binding and enforceable obligation of Seller and Cyprus.

5.2. Ability to Carry Out the Agreement. Except as provided in Schedule 5.2, none of Seller, Cyprus or any of the Companies is subject to or bound by any provision of

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(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship or other restriction, or

(iv) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement to which any of the Companies or any of its predecessors is a party, which consent has not been obtained, required for the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby.

5.3. Capitalization of the Companies; Ownership.

(a) The authorized, issued and outstanding capital stock of each of the Companies are set forth in Schedule 5.3. All of the issued and outstanding shares of capital stock of each of the Companies are duly authorized, validly issued, fully paid and nonassessable. Except as set forth in Schedule 5.3, there are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of any of the Companies or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any such additional shares, nor is any of the Companies committed to issue any such option, warrant, right or security.

(b) The Shares are owned of record and beneficially by Seller. Seller has good and valid title to the Shares, free and clear of any and all liens, claims, restrictions, encumbrances, security interests or options ("Encumbrances") and good and valid title to the Shares, free and clear of any and all Encumbrances will pass to Buyer on the Closing Date. Except as set forth on Schedule 5.3, Newco owns all shares of capital stock of the Other Companies, free and clear of any Encumbrances.

5.4. Equity Interests. Except as set forth in Schedule 5.3, none of the Companies or the European Companies has, directly or indirectly, any equity interest

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in any other corporation, joint venture, partnership or other entity.

5.5. Financial Statements. Seller has heretofore furnished Buyer with copies of the following financial statements: (i) combined balance sheets for the Companies and the European Companies as of December 31, 1991 and as of March 31, 1992, and (ii) combined income statements and statements of cash flow (or, if applicable, changes in financial position) for the year ended December 31, 1991, and the period ended March 31, 1992 (such balance sheets and income statements and statements of cash flow (or, if applicable, changes in financial position), together with the comments thereto, being collectively referred to as the "Financial Statements"). The Financial Statements are attached hereto as Annex A. To the Knowledge of Seller, the Financial Statements have been prepared in conformity with the Accounting Principles as applied by the Companies on a consistent basis throughout the period covered by such statements and the accounting principles used in the preparation of the Financial Statements are consistent with the accounting principles used by Seller and amended from time to time in the preparation of its financial statements for the years 1989, 1990 and 1991. To the Knowledge of Seller, except as disclosed in the Reference Balance Sheet or in Schedule 5.5, as of March 31, 1992 there were no actual or contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Reference Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies nor as of the Closing, any contingent debts, liabilities or obligations of any of the Companies which were required to be disclosed on the Final Closing Balance Sheet or any note thereto by the Accounting Principles as applied by the Companies.

5.6. Absence of Certain Changes or Events. To the Knowledge of Seller, except as set forth on Schedule 5.6, or specifically required by the Agreement to consummate the transactions contemplated by the Agreement, since December 31, 1991, the Companies have conducted their businesses in the ordinary and usual course, and there has not been (i) any change or amendment to the charter, by-laws or other organizational agreements of any of the Companies, (ii) any issuance or sale of any shares of capital stock of any of the Companies, or options, warrants or other rights of any kind to acquire any such shares or securities convertible into or securities exchangeable for, or which otherwise confer on the holder thereof any rights to acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing, (iii) any non-cash dividends declared, set aside, paid or made with respect to the capital stock of any

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of the Companies, except as provided in Section 7.3(b), (iv) any damage, destruction or other casualty loss of any asset or assets of the Companies (whether or not covered by insurance) which, singly or in the aggregate, has a Material Adverse Effect, (v) any increase in the compensation payable or to become payable by any of the Companies to any of its officers, directors or employees, or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made by any of the Companies for or with any such officers, directors or employees, except in the ordinary course of business consistent with past practice (vi) any labor dispute, other than routine labor matters, (vii) any transaction between any of the Companies on the one hand and any of Seller, Cyprus or any of their Affiliates (other than the Companies) on the other hand, other than transactions in the ordinary and usual course of business, (viii) any acquisition or disposition of businesses or assets, other than in the ordinary course of business, (ix) any increased production or purchase of inventory in anticipation of the transactions contemplated by this Agreement, (x) any increase or decrease in the accounts receivable or accounts payable of the Companies in anticipation of the transactions contemplated by this Agreement or (xi) any other event or change of condition of any character which, singly or in the aggregate, has had or is reasonably likely to have a material adverse effect on the assets, businesses, financial condition, results of operations or, to the extent the event or change is caused by Seller, prospects, of the Companies taken as a whole.

5.7. Title to Personal Properties: Absence of Liens. To the Knowledge of Seller, except as set forth on Schedule 5.7, each of the Companies has good and valid title to, or valid and subsisting leasehold or other possessory interests in, all of its personal properties and assets reflected on the Reference Balance Sheet (except for property and assets disposed of since the date of the Reference Balance Sheet) or acquired since the date of the Reference Balance Sheet and required by the Accounting Principles to be recorded on the balance sheets of such Company, free and clear of any Encumbrances, except for Encumbrances which, individually or in the aggregate, do not exceed [REDACTED].

5.8 Real Property Matters:

(a) Title to Real Properties: Absence of Liens. To the Knowledge of Seller, the Companies (i) own good and valid fee simple title in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Fee Property"), free and clear from any and all Encumbrances other than those identified as

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Permitted Exceptions on Schedule 5.8 (the "Permitted Exceptions"), (ii) own good and valid fee simple title to certain mineral rights pursuant to certain Deeds more particularly identified by parcel on Schedule 5.8 (the "Mineral Property") (iii) hold valid and subsisting leasehold estates in and to those certain real properties more particularly identified by parcel on Schedule 5.8 (the "Leased Property"), pursuant, in each case, to a valid and subsisting lease (individually, "Lease" and collectively, the "Leases") identified, as to each Leased Property, on Schedule 5.8. and (iv) hold a possessory interest in certain unpatented mining claims subject to the paramount title of the United States Government as set forth on Schedule 5.8 (the "Possessory Property"). The Fee Property, the Mineral Property, the Leased Property and the Possessory Property are hereinafter referred to as the "Real Property". To the Knowledge of Seller, Schedule 5.8 also includes a complete and accurate list of all patented and unpatented mining claims of the Companies.

(b) Wetlands. To the Knowledge of Seller, except as set forth on Schedule 5.8, there does not exist any written survey, study or report which claims specifically that any portion of the Real Property is a wetland as that term is used and defined in The Clean Water Act, 33 U.S.C. §§ 1251 et seq., as amended, which would render previously disclosed talc reserves unrecoverable.

(c) Real Property Records. Seller has made available to Buyer, to the extent in Seller's possession or control, or in the possession or control of one of the Companies, copies of any documents directly relating to the Real Property, including, without limitation, copies of any and all title insurance policies, title commitments, title abstracts, deeds and options; leases and pipeline documents; plans and surveys; and environmental studies, surveys and reports. In addition, in the event any additional items become available to Seller during the term of this Agreement, Seller shall promptly make such items or copies of such items available to Buyer.

(d) Preservation of Mineral Rights. To the Knowledge of Seller, except as set forth in Schedule 5.8, the Companies have good and valid title or possessory interest (where indicated) to the mineral rights located on the Real Property and each of them and its respective immediate predecessors have complied in all material respects with the requirements of any

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and all federal, state or local laws or ordinances related to the preservation of such mineral rights.

(e) Operations Within Boundary Lines. To the Knowledge of Seller, except as set forth in Schedule 5.8, the activities conducted by any of the Companies and the improvements located on the Real Property are in all material respects within the boundary lines of the Real Property as described in Schedule 5.8 and there are no material encroachments by others onto the Real Property.

(f) Condemnation. To the Knowledge of Seller, there is not now pending any condemnation or similar proceeding which affects the Real Property or any portion thereof. Seller has received no notice that any such proceeding or taking by condemnation is contemplated.

5.9 Litigation. To the Knowledge of Seller, except as set forth on Schedule 5.9, there is no action, suit, proceeding or investigation pending or threatened against any Company or relating to any Company's properties, at law, in equity or otherwise, in, before, or by any court or governmental agency or authority. To the Knowledge of Seller, there are no unsatisfied judgments or outstanding orders, injunctions, decrees, stipulations or awards (whether rendered by a court, an administrative agency or by an arbitrator) against any of the Companies or against any Real Property or any other of their properties, assets or businesses.

5.10 Compliance with Law. To the Knowledge of Seller, except as with respect to matters set forth in Section 5.16 which are covered therein, and except as set forth on Schedule 5.10, the business of each Company is being conducted, and has at all times during the last three years been conducted by a Company or its predecessor, in material compliance with all laws, ordinances and regulations of any governmental entity, common law and equitable doctrines applicable to such Company (including, without limitation, Non-Environmental Laws). To the Knowledge of Seller, all material governmental approvals, permits and licenses required by any Company in connection with the conduct of its business have been obtained and are in full force and effect and are being complied with in all material respects.

5.11 Contracts. (a) To the Knowledge of Seller, Schedule 5.11 sets forth each written contract or agreement outstanding as of the date hereof to which any Company is a party or to which any of its properties are bound and which,

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(i) involves future payment or receipt of in excess of [REDACTED] or future performance or receipt of services or delivery or receipt of goods and materials, in each case with an aggregate value in excess of [REDACTED], including, but not limited to, sale and purchase agreements, distributorship agreements and loan agreements, notes and other financing documents;

(ii) is a guarantee in respect of indebtedness of any Person (other than a Company) which may involve future payment by a Company in excess of [REDACTED], or is a mortgage, security agreement or other collateral arrangement securing indebtedness of any Person (other than a Company) and creating Encumbrances on properties and assets of a Company;

(iii) is a lease providing for monthly rental payments by a Company in excess of [REDACTED] (exclusive of charges for taxes, insurance, utilities, maintenance and repair);

(iv) is an employment or consulting contract or is a collective bargaining agreement;

(v) is a technology license agreement;

(vi) contains a change of control provision or provisions of similar effect;

(vii) is between any Company and Seller or any of Seller's Affiliates (other than any Company);

(viii) is not an arm's-length agreement; or

(ix) contains any restriction on the Companies ability to compete with any other business.

(b) To the Knowledge of Seller, there is no material default by any Company or any other party, under any contract or agreement set forth or described in Schedule 5.11.

5.12. Brokers and Intermediaries. Except for Dillon Read & Co., neither Seller nor any Company has employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's or similar fee or commission in connection therewith or upon the consummation thereof. Seller shall be responsible for making any payments to which Dillon Read & Co. shall be entitled.

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5.13. Tax Matters. (a) Except as set forth in Schedule 5.13, (i) all Returns with respect to Taxes that are required to have been filed by or with respect to the Seller's Group prior to the date of this Agreement, including any of the Companies, have been duly filed, (ii) all Taxes shown to be due on the Returns referred to in clause (i) or in assessments received have in either case been paid in full, (iii) the Returns referred to in clause (i) have been examined by the Internal Revenue Service or the appropriate state, local or foreign taxing authority or the period for assessment of the Taxes in respect of which such Returns were required to be filed has expired, (iv) all deficiencies asserted or assessments made as a result of such examinations have been paid in full, (v) no issues that have been raised by the relevant taxing authority in connection with the examination of any of the Returns referred to in clause (i) are currently pending, (vi) no waivers of statutes of limitation have been given or requested by or with respect to any Taxes of the Seller's Group or any of the Companies, (vii) there are no adjustments required by Section 481 of the Code or similar carryover items that would affect the income tax liability of any of the Companies for a tax year that ends after the Closing Date, and (viii) no adjustments have been made or proposed by the Internal Revenue Service or the appropriate state, local or foreign taxing authority with respect to any of the Returns referred to in clause (i) which would in any way affect the liability for Taxes of any of the Companies for any taxable year or periods ending after the Closing Date.

(b) No tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transfer contemplated by this Agreement.

(c) As a result of Buyer's purchase of the Shares, neither Buyer nor any Company will be obligated to make a payment to an individual that would be a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future.

5.14. Employee Benefits.

(i) All benefit plans, contracts or arrangements having a benefit value exceeding, in present value terms (determined using a discount rate of 8-1/2% per annum), [REDACTED] (regardless of whether they are funded or unfunded, foreign or domestic, contractual or not) covering current employees or former employees of the Companies (the "Employees"), including, but not limited to, "employee

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benefit plans" within the meaning of Section 3(3) of ERISA, and plans of deferred compensation (the "Benefit Plans"), are listed in Schedule 5.14. True and complete copies of all Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any Benefit Plans, summary plan descriptions and all amendments thereto have been made available to Buyer.

(ii) To the Knowledge of Seller, all employee benefit plans, other than "multiemployer plans" within the meaning of Section 3(37) or 4001(a)(3) of ERISA, covering Employees (the "Plans"), to the extent subject to ERISA, are in substantial compliance with ERISA. To the Knowledge of Seller, except as set forth on Schedule 5.14, each Plan which is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA ("Pension Plan") and which is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter, or is currently the subject of a request for a determination letter, from the Internal Revenue Service, and Seller is not aware of any circumstances likely to result in refusal or revocation of any such favorable determination letter. To the Knowledge of Seller, there is no material pending or threatened litigation relating to the Plans. To the Knowledge of Seller, the Companies have not engaged in a transaction with respect to any Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject the Companies to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which, individually or in the aggregate, would be material.

(iii) To the Knowledge of Seller, no liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by the Companies with respect to any ongoing, frozen or terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or the single-employer plan of any entity which is considered one employer with any Company under Section 4001 of ERISA or Section 414 of the Code (an "ERISA Affiliate"). To the Knowledge of Seller, the Companies have not incurred and do not expect to incur any withdrawal liability with respect to a multiemployer plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate). To the Knowledge of Seller, no notice of a "reportable event", within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Pension Plan or by any ERISA Affiliate within the 12-month period ending on the date hereof.

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(iv) To the Knowledge of Seller, all contributions required to be made under the terms of any Benefit Plan have been timely made. Neither any Pension Plan nor any single-employer plan of an ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. To the Knowledge of Seller, the Companies have not provided, or are required to provide, security to any Pension Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

(v) To the Knowledge of Seller, except as previously disclosed in writing to the Buyer, under each Pension Plan which is a single-employer plan, as of the last day of the most recent plan year ended prior to the date hereof, the actuarially determined present value of all "benefit liabilities", within the meaning of Section 4001(a)(16) of ERISA (as determined on the basis of the actuarial assumptions contained in the Plan's most recent actuarial valuation), did not exceed the then current value of the assets of such Plan, and there has been no material change in the financial condition of such Plan since the last day of the most recent plan year. To the Knowledge of Seller, the withdrawal liability of the Companies under each Benefit Plan which is a multiemployer plan to which the Companies or an ERISA Affiliate has contributed during the preceding 12 months, determined as if a "complete withdrawal", within the meaning of Section 4203 of ERISA, had occurred as of the date hereof, does not exceed [REDACTED].

(vi) To the Knowledge of Seller, the Companies have no obligations for post retiree health and life benefits under any Benefit Plan, except as set forth on Schedule 5.14. To the Knowledge of Seller, there are no restrictions on the rights of the Companies to amend or terminate any such Benefit Plan or any post retirement medical plan covering Active Employees without incurring any liability thereunder, except for any restrictions set forth in the Plan or arising under a collective bargaining agreement.

5.15. Patents and Trademarks. To the Knowledge of Seller, the Companies own or have the rights to use, without payment of any consideration, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and rights which are necessary for use in connection with the businesses of the Companies (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights owned by the Companies are described on Schedule 5.15 hereto. To the Knowledge of Seller, the use and registration of the

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Intellectual Property Rights do not conflict with the intellectual property rights of any other person, firm or corporation and no other person's, firm's or corporation's operations conflict with the use and registration of the Intellectual Property Rights. To the Knowledge of Seller, there are no suits pending or threatened by any of the Companies claiming a conflict by such Company with any intellectual property rights of third parties or a conflict by any third party claiming a conflict by such third party with any of the Intellectual Property Rights.

5.16. Environmental Matters. For the purpose of this Section 5.16 only, and expressly not for the purpose of Section 11.3 hereof, "Predecessors" shall mean the companies that operated Seller's talc business immediately prior to the creation of Newco. Except as set forth on Schedule 5.16:

(a) Each of the Companies has obtained all material permits, licenses and other such authorizations required to be obtained by it for the operation of its business under all applicable Environmental Laws.

(b) Each of the Companies is, and each of the Companies and its Predecessors has been, in material compliance with all applicable Environmental Laws.

(c) None of Seller, any Company or any of their respective Predecessors have received any written notice during the last six years of any material violation of any Environmental Law by the Companies or their respective Predecessors, and there are no civil, criminal or administrative actions, suits, hearings, proceedings, written notices of violations, claims or demands pending or, to the Knowledge of Seller, threatened against any Company or with respect to any property owned or previously owned by any Company or its Predecessor under any Environmental Law. None of the Companies has received any written notice of any actual or threatened Release of any Hazardous Substance in violation of any Environmental Law.

(d) None of the Companies or any of its Predecessors have generated, transported, or disposed, and none of the Companies is generating, transporting or disposing, of any Hazardous Substances to, in, upon, about, or under any property wherever situated, which have resulted in a Release giving rise to any material claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines, or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

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(e) None of the Companies and no other party has been involved in any activity in, upon, about, or under the Real Property or any parcel or portion thereof, and none of the Companies or any of its Predecessors have been involved in any activity in, upon, about, or under any property previously owned by any Company or its Predecessors, in connection with the generation, use, handling, treatment, removal, storage, clean up, transport, or disposal of any Hazardous Substances which have resulted in a Release giving rise to any claims, losses, damages (including consequential and other damages), liabilities, penalties, expenses, demands, fines or cleanup or monitoring costs; under and as a result of a violation of any Environmental Law.

(f) To the Knowledge of Seller, there are not now any underground storage tanks (as such term is defined in 40 CFR § 280.12) in, upon, about or under any of the Real Property or any parcel or portion thereof.

(g) Seller has made available in writing to Buyer which equipment of the Companies contain PCB and Seller has made available to Buyer all reports relating thereto.

(h) There are not now, nor has there ever to the Knowledge of Seller been, any areas in, upon, about, or under the Real Property or any parcel or portion thereof which should have been permitted as treatment, storage, or disposal facilities under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.

5.17 Improper Payments. To the Knowledge of Seller, no improper payment has been made by or on behalf of any of the Companies which is in violation of any applicable federal, state, local or foreign law.

5.18 Insurance. Full and complete copies of all property and casualty insurance policies which currently insure each of the Companies have been made available to Buyer.

5.19 Talc Reserves. Seller has made available its talc reserve written data to Buyer. To the Knowledge of Seller, Seller's reporting of talc reserves is consistent with the reserve reporting requirements of the U.S. Securities and Exchange Commission.

5.20 Entire Business. The Companies and the European Companies conduct all of the talc business of Seller and its Affiliates and own (without any right, title or encumbrance in favor of Seller or any of its Affiliates other than the Companies) all of the assets, rights or interests relating to such business, other than Cyprus logos

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and the Hamm Underground Mine Property, that are owned by Seller or any of its Affiliates. The assets of the Companies as of the Closing Date will be sufficient to enable the Companies to carry out the talc business of Seller and its Affiliates as presently conducted by Seller and its Affiliates.

5.21 Mining and Technical Matters. (a) For the purposes of this representation and warranty, "Mineral Rights" means all rights, leases, concessions, licenses and other entitlements to explore for, mine and extract all and any minerals.

(b) To the Knowledge of Seller, except as set forth on Schedule 5.8, each Company is duly authorized to carry on production of minerals in each jurisdiction where it presently carries on such activities, has good and valid title to all Mineral Rights required in connection with its current operations and possesses all rights of access, easements, rights to water, power and other services necessary for the said operations.

(c) To the Knowledge of Seller, each Company is duly authorized to carry on exploration for minerals (where such exploration is currently in progress) in each jurisdiction where it carries on such activities.

(d) To the Knowledge of Seller, all Mineral Rights held by a Company are in full force and effect and, free from cancellation, forfeiture or any accrued right of termination and there has been no material adverse change in the condition of or rights under the same except depletion of ore reserves due to operations in the ordinary course of business; provided, however, that with respect to cancellation of possessory interests, Seller only represents and warrants that it has not received any written notice of cancellation.

(e) To the Knowledge of Seller, no Company has received any notice of default or claim of default or of any current or threatened expropriation, withdrawal or cancellation of any Mineral Rights nor are there any suits or proceedings in progress or pending or threatened against or affecting any Mineral Rights or the minerals produced therefrom which, if decided adversely, would materially prejudice the Mineral Rights or the rights enjoyed thereunder.

(f) To the Knowledge of Seller, except as set forth on Schedule 5.8, none of the Mineral Rights nor the production of minerals thereunder is subject to any royalty, production payment, lien, charge, security interest or other

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encumbrance, and no Company is obliged by virtue of any prepayment under any contract providing for the sale of any such minerals or under any similar arrangement to deliver any of such minerals at any future date without then or in due course thereafter receiving full payment therefor.

(g) To the Knowledge of Seller, the records supplied to Buyer relating to:

(i) geological, geophysical, geochemical, drilling and other engineering data;

(ii) maps and drawings showing mining operations carried out;

(iii) ore reserve estimates and production data; and

(iv) metallurgical test work,

are true and accurate, within the standards of the industry, in all material respects.

5.22 Disclosure. To the Knowledge of Seller, all written information which has been given by Seller or any representative of Seller to Buyer or any representative of Buyer, is true, complete and accurate in all material respects and there are no facts, matters or circumstances which render any such information inaccurate or misleading in any material respect.

5.23 Inventory. All inventories of the Companies are of a quality and specification conforming to the usual standards used by the Companies, and except as set forth on Schedule 5.23, all inventories are reflected on the Reference Balance Sheet in accordance with the Accounting Principles to realizable value on a going-concern basis. There are no talc ores included in the inventories of the Companies that can not produce products in conformity with the Companies existing product specifications and existing production methods.

5.24 Condition of the Assets of the Companies. To the Knowledge of Seller, all of the physical assets of the Companies, including machinery and equipment, are in reasonable operating condition required for the current conduct of the business of the Companies, normal wear and tear excepted.

5.25 Accounts Receivable. To the Knowledge of Seller, all accounts receivable of the Companies and the European Companies shown on the Reference Balance Sheet, and

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all accounts receivable arising thereafter and prior to the Closing shown in the books of the Companies, arose and will arise in the ordinary course of business and are fully collectible, except to the extent a bad debt reserve has been established for such accounts receivable in accordance with the Accounting Principles.

5.26 Formation of Newco. Newco was incorporated on April 1, 1992 in the State of Delaware. Since its date of incorporation, Newco has not engaged in any activity other than activities contemplated and disclosed to Buyer in connection with the restructuring of the talc business of Seller and its Affiliates.

5.27 Working Capital of the Companies. To the Knowledge of Seller, no individual working capital item set forth on the Reference Balance Sheet has changed by more than [REDACTED] since the date of the Reference Balance Sheet, except for changes in the ordinary course of business of the Companies.

5.28 Disclaimer. No representations or warranties have been made to Buyer by Seller other than those expressly set forth in this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

6.1 Organization and Authority of Buyer. Buyer is a Delaware corporation, with the corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, constitutes the valid, binding and enforceable obligation of Buyer.

6.2 Ability to Carry Out the Agreement. Buyer is not subject to or bound by any provision of

(i) any law, statute, rule, regulation or judicial or administrative decision,

(ii) any articles or certificates of incorporation or by-laws,

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(iii) any mortgage, deed to secure debt, deed of trust, lease, note, shareholders' agreement, bond, indenture, other instrument or agreement, license, permit, trust, custodianship, other restriction, or

(iv) any judgment, order, writ injunction or decree of any court, governmental body, administrative agency or arbitrator,

that would prevent or be violated by or under which there would be a default as a result of, nor is the consent of any Person under any material contract or agreement which has not been obtained required for, the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby.

6.3. Brokers and Intermediaries. Buyer has not employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to a broker's, finder's, or similar fee or commission in connection therewith or upon the consummation thereof.

6.4. Investment. Buyer is acquiring the Shares for its own account for investment, without a view to, or for resale in connection with, the distribution thereof in violation of federal or state securities laws and with no present intention of distributing or reselling any part thereof. Buyer will not so distribute or resell any Shares in violation of any such law.

ARTICLE 7

CERTAIN COVENANTS AND AGREEMENTS
OF SELLER, CYPRUS AND BUYER

7.1. Access and Information; Testing of Reserves; Notice of Breaches. (a) Seller shall permit Buyer and its representatives (including, without limitation, its public accountants, counsel and other advisors) after the date of this Agreement to have access during normal business hours, upon reasonable advance notice to Seller to the officers and directors of the Companies and/or the Seller (as appropriate), the auditors of the Companies and any and all of the premises, properties, contracts, books, records and data of or relating to each of the Companies. Without limiting the foregoing, Buyer, its public accountants, counsel and other advisors shall have the right at any time and from time to time prior to Closing to enter the Real

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Property, or any portion or parcel thereof, for the purpose of obtaining a survey, either boundary or as-built, of such Real Property, conducting Phase I environmental audits and property audits of Real Property, surveying and otherwise examining the physical, hydrological and topographical nature of the Real Property. "Phase I environmental audits" shall be understood to consist of walk-throughs of any of the Real Property or facilities thereon, review of documents relating to environmental issues, interviews of personnel with knowledge relating to environmental issues, and review of public records. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company. All information provided to Buyer pursuant hereto shall be subject to that certain confidentiality agreement executed by an affiliate of Buyer and dated April 24, 1991 (the "Confidentiality Agreement").

(b) From the date hereof through and including the Closing Date, Seller shall cause the Companies to give full access to Buyer and its representatives for the purpose of testing Seller's talc reserves, using standard industry testing techniques. Such access shall be conducted by Buyer and its representatives in such a manner as not to interfere unreasonably with the business or operations of Seller or any Company.

7.2 Regulatory Filings. Each party hereto will furnish to the other party hereto such necessary information and reasonable assistance as such other party may reasonably request in connection with its preparation of necessary filings or submissions to any government agency related to this transaction.

7.3 Conduct of Business; Intercompany Accounts.

(a) Prior to the Closing, and except as set forth in Schedule 7.3 or otherwise contemplated by this Agreement or consented to or approved by Buyer in writing, Seller covenants and agrees that:

(i) it will cause the businesses conducted by the Companies to be operated only in the ordinary and usual course and use all reasonable efforts to preserve the properties and relationships with suppliers and customers of such businesses;

(ii) it will cause each Company not to issue or sell any shares of capital stock of such Company, or issue or sell any options, warrants or other rights of any kind to acquire any such shares or securities convertible into or exchangeable for, or which otherwise confer on the holder thereof any right to

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acquire, any such shares, or enter into any agreement obligating it to do any of the foregoing;

(iii) except for the contemplated transfer of assets from Seller to Newco, it will not, other than in the ordinary course of business, cause the transfer of any material assets or contracts, or hire, fire or transfer any key employees to or from any subsidiary, division or other business unit within or among the Companies;

(iv) it will cause each of the Companies not to change or amend its charter, by-laws or other organization agreements;

(v) it will cause the Companies not to acquire or to dispose of any property, right or other asset employed in the business of the Companies, other than in the ordinary course of business (it being understood that the purchase or sale of talc reserves shall not be considered in the ordinary course of business for purposes of this paragraph (v));

(vi) it will cause the Companies to or will itself keep in full force and effect insurance on assets and Real Property and other property of the Companies or for the benefit of employees of the Companies, liability and other casualty insurance related to the Companies, and bonds on personnel of the Companies in accordance with the past practices of the Companies, and it will ensure that all proceeds received under such insurances will remain assets of the Companies at the Closing or will be transferred to the Companies prior to the Closing;

(vii) it will cause the Companies not to enter into or to amend any employment, bonus, severance or retirement contract or arrangement or any employee benefit plan with regard to the Companies;

(viii) it will cause the Companies not to increase any salary or other form of compensation payable or to become payable to any of the executives or employees of the Companies, or to pay any bonuses to any of such executives or employees, except for payments made in the ordinary course and for such payments to be made pursuant to the bonus or profit sharing provisions of the employment agreements listed on Schedule 5.14 hereto;

(ix) it will cause the Companies not to enter into, make, agree upon or to agree to enter into

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(A) other than in the ordinary course, any contract, purchase or sale order, or other commitment, or (B) any real property lease requiring an expenditure or payment in excess of [REDACTED] per annum or which cannot be terminated by the relevant Company within a period not exceeding 12 months;

(x) it will cause the Companies not to incur any debt or obligation for borrowed funds and not to extend credit in the sale of products, collection of receivables or otherwise, other than in the ordinary and regular course of business;

(xi) it will cause the Companies not to take any action and not to cause any action to be taken by any party, which action would materially and adversely affect the businesses of any of the Companies, including, without limitation, the state of title of any of the Companies in and to any material portion of the Real Property. It will not permit any Company to fail to exercise any option to extend or exercise any option to terminate any Lease between the date hereof and the Closing without Buyer's prior written consent as to each such non-extension or termination of any Lease, or amend or modify any such Lease except in the ordinary course;

(xii) it will not permit any of the Companies to wind up, liquidate or dissolve or to enter into any transaction of merger or consolidation; and

(xiii) it will not, and it will not permit any of the Companies to, agree to take any of the foregoing actions.

(b) Seller and Buyer agree that all intercompany accounts between Seller or any Affiliate of Seller (other than a Company) and any Company shall be settled with payment effective prior to the Closing and to the extent such settlement is not feasible at or prior to the Closing, shall be settled as soon as practicable after Closing, and such settlement shall be effective as of prior to Closing.

7.4. Employee Matters. (a) Ongoing Employment. Buyer shall ensure that all persons who were employed by any Company immediately preceding the Closing Date, including those on vacation, leave of absence or disability (whether short-term or long-term disability or workers's compensation) and those subject to or on lay-off (but only, in the case of employees subject to or on lay-off, to the extent a collective bargaining agreement providing for

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recall rights is applicable to such employees) ("Active Employees", which term shall be defined as those individuals identified above), will be employed by Buyer or any Affiliate of Buyer (including but not limited to the Companies) on the Closing Date, on substantially the same terms (regarding salary, job responsibility and location but excluding retirement and welfare benefits) as those provided to such Active Employees immediately prior to the Closing Date. The employment of any Active Employee by Buyer on the Closing Date does not create a right to ongoing employment with Buyer other than may exist under a collective bargaining agreement or an individual agreement.

(b) Welfare Benefit Plans.

(i) Seller shall retain the responsibility for providing for payment of all (A) claims of Employees under any medical, dental, hospital or health plans for previously documented physical or mental conditions in existence on the Closing Date, and provided that a claim for such condition is made within one year of the Closing Date, and (B) claims incurred under any life insurance plans for death occurring prior to the Closing Date.

(ii) Seller shall retain the responsibility for providing for payments of all long-term disability claims (including long-term disability claims that result from continuous short-term disability claims in existence on the Closing Date) arising from disabilities of Employees that occurred prior to the Closing Date and up until such time as the Employee returns to work with the relevant Company on a full-time, unrestricted basis for at least 30 days. Buyer shall assume the responsibility for providing for payments of all short-term disability claims arising from such disabilities.

(iii) Seller shall retain the responsibility for providing for payments of all worker's compensation claims made on or before the Closing Date, provided, however, that Seller shall only be liable under this paragraph (iii) for payments in excess of the amount accrued with respect thereto on the Final Closing Statement. Buyer shall assume the responsibility for providing for payments of all worker's compensation claims made after the Closing Date.

(iv) Seller shall retain the responsibility for providing Non-Represented Employees who retired (or if applicable who terminated with vested benefits) prior to the Closing Date with retiree health and life

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benefit under the Benefit Plan(s) which covered such Employees prior to the Closing Date. As of the Closing Date, Buyer assumes all liabilities for vested and non-vested post-retirement medical and life insurance benefits with respect to Non-Represented Employees who are Active Employees.

(v) Seller shall retain the responsibility for providing Employees who terminated employment with the relevant Company prior to the Closing Date (and their "qualified beneficiaries" within the meaning of Section 4980B of the Code) with the continuation of group health coverage required by Section 4980B of the Code.

(vi) Buyer shall assume Seller's obligations and responsibilities under all collective bargaining agreements covering Employees.

(c) Pension Plans.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate pension plan to be designated by Buyer (the "Buyer Pension Plan") to provide that (A) upon the transfer of assets referred to below, the service of Active Employees who participated in the Retirement Plan for Salaried Employees of Cyprus Minerals Company or the Cyprus Industrial Minerals Company Division Pension Plan for Yellowstone Mine Hourly Employees (the "Seller Pension Plans") shall be recognized for all purposes thereunder (including benefit accrual) to the extent such service was recognized under the relevant Seller Pension Plan and (B) upon such transfer, the accrued benefits under the Buyer Pension Plan of Active Employees who participated in either of the Seller Pension Plans shall in no event be less than their accrued benefits under such Seller Pension Plan as of the Closing Date.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Seller shall cause to be transferred from the trusts under the Seller Pension Plans to the trust under the Buyer Pension Plan an amount in cash equal to the actuarial present value of the "benefit liabilities" (within the meaning of Section 4001(a)(16) of ERISA) as of the Closing Date of Active Employees who participated in either of the Seller Pension Plans, together with interest at the rate of 8½ per annum from the Closing Date to the date of transfer. Determination of such actuarial present value shall be the Base Present

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Value, provided, however, that if the Alternate Present Value exceeds the Base Present Value by more than [REDACTED], the actuarial present value shall be the Base Present Value plus [REDACTED] of the difference between the Alternate Present Value and the Base Present Value. As used herein, the "Base Present Value" shall mean the actuarial present value determined on the basis of the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and [REDACTED] as of December 31, 1991 plus [REDACTED] of the actuarial present value so determined, and the "Alternate Present Value" shall mean the actuarial present value based on the actuarial assumptions used in preparing the Cyprus Minerals Company Annual Report and [REDACTED] as of December 31, 1991, modified to (x) assume that a proportion of Employees will receive benefits upon termination or retirement under the lump sum option based upon the calculation practices currently used by Seller (including any non-qualified supplements that may be applicable) and upon deferred (or immediate, if applicable) Pension Benefit Guaranty Corporation interest rates, and (y) base the proportion of Employees assumed to take the lump sum option on the actual experience under the Seller Pension Plans over the last two years, taking into account the age and service of the Employees at termination or retirement. Such actuarial present values shall be calculated as at the Closing Date by an actuary appointed by Seller and agreed to by an actuary appointed by Buyer, and shall be reduced by the amount of any benefit payments made with respect to Active Employees after the Closing Date but prior to the date of transfer.

Pending completion of the transfers described in this paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the relevant Seller Pension Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(ii) Effective as of the Closing Date, Seller shall amend the Retirement Plan for Employees of Windsor Minerals Corporation Represented by Cement, Lime, Gypsum and Allied Workers Division of the Brotherhood of Boilermakers International, A.F.L.-C.I.O., local lodge D449 (the "Windsor Plan") and Cyprus Industrial Minerals Company Division Pension Plan for Three Forks Plant Hourly Employees (the "Three Forks Plan") to make the Buyer the "plan sponsor" (as such term is defined in Section 3(16)(B) of ERISA thereunder. Seller shall cause to be transferred, as

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soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, to a trust established by Buyer under the Windsor Plan and the Three Forks Plan, all assets attributable to such Plans held under the Cyprus Minerals Company Master Trust.

(iii) Seller shall continue to make contributions to these plans when due as required until the Closing Date. Buyer shall be responsible for making required contributions when due to these plans after the Closing Date. With respect to the Three Forks Plan and the Windsor Plan, the required contributions for 1991 and 1992 for purposes of this Agreement shall be the minimum required contribution under Section 412 of the Code as determined by an actuary appointed by Seller. Seller's share of the required contribution for 1991 will be the entire required contribution for 1991. Seller's share of the required contribution for 1992 shall be determined by multiplying the total required contribution for 1992 by the fractional portion of 1992 preceding the Closing Date. Buyer's share of the required contribution for 1992 shall be the total required contribution for 1992 minus Seller's share of the required contribution for 1992. If actual contributions to these plans by Seller exceeds Seller's share of the required contributions then Buyer shall reimburse Seller for the amount of such excess. If Seller's share of the required contributions exceeds Seller's actual contributions then Seller shall reimburse Buyer for the amount of such excess.

(iv) Buyer shall assume Seller's liability under the Grand Island, Nebraska Multiemployer Pension Plan for Members of General Drivers and Helpers Local Union #544 Affiliated with the International Brotherhood of Teamsters Afl-CIO.

(d) European Pension Liabilities. Buyer shall assume all liabilities and assets for all Benefit Plans listed on Schedule 5.14 that cover foreign employees of the Companies or the European Companies.

(e) Buyer shall assume responsibility for all liabilities, including but not limited to severance benefit liabilities and any withdrawal liabilities, arising because of Buyer's actions or omissions regarding Seller's then former Employees after the Closing Date.

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(f) Savings Plan.

(i) Effective as of the Closing Date, Buyer shall amend an appropriate savings plan to be designated by Buyer (the "Buyer Savings Plan") to provide that (A) the service of Active Employees who participated in the Cyprus Minerals Company Savings Plan and Trust (the "Seller Savings Plan") shall be recognized for all purposes thereunder to the extent such service was recognized under the Seller Savings Plan and (B) the account balances of such Employees which are transferred from the Seller Savings Plan to the Buyer Savings Plan in accordance with this paragraph shall be fully vested at all times.

As soon as reasonably practicable, but in any event (unless both Buyer and Seller otherwise agree) within 180 days after the Closing Date, Sellers shall cause to be transferred from the Seller Savings Plan to the Buyer Savings Plan the liability for the account balances of Active Employees who participated in the Seller Savings Plan, together with assets the fair market value of which is equal to such liability.

(ii) Pending the completion of the transfer described in paragraph (i), Seller and Buyer shall make arrangements for any required benefit payments to Employees from the Seller Savings Plan. Seller and Buyer shall provide each other with access to information reasonably necessary in order to carry out the provisions of this Section.

(g) ESOP. Seller shall take all necessary actions to provide that all Active Employees are fully vested in the amounts credited to their accounts under the Cyprus Minerals Company Amended and Restated Employee Stock Ownership Plan as of the Closing Date.

(h) Indemnity. Seller agrees to defend, indemnify and hold harmless the Buyer Indemnitees against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Seller's responsibilities or obligations under this Section 6.4, and Buyer agrees to defend, indemnify and hold harmless the Seller Indemnities against and in respect of any Damages caused by, resulting or arising from or otherwise relating to any Breach of any of Buyer's responsibilities or obligations under this Section 6.4. The obligations of this Section 6.4 shall survive the Closing Date without limitation as to time. For purposes of this paragraph (h), the terms Buyer Indemnitees, Damages, Breach and Seller

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Indemnities have the respective meanings ascribed thereto in Section 11.1.

7.5. Tax Matters. (A) Section 338(h)(10). Neither Buyer nor Seller nor any of their respective Affiliates shall make any election pursuant to Section 338(h)(10) of the Code. Seller understands that, Buyer may make and may cause each member of its affiliated group (as defined in Section 338(h)(5) of the Code) to join in a protective carryover basis election as provided for by regulations under Section 338(e) of the Code. With regard to this election, Seller will fully cooperate and join in the election, if necessary.

(B) Liability for Taxes and Related Matters.

(i) Liability for Taxes. Seller shall be liable for and indemnify Buyer for all Taxes (including, without limitation, any obligation to contribute to the payment of a tax determined on a consolidated, combined or unitary basis with respect to a group of corporations that includes or included any of the Companies and Taxes resulting from any of the Companies ceasing to be a member of the Seller's Group) (a) imposed on Seller's Group (other than any Taxes described in the following clause (b) of the Companies for any taxable year), (b) imposed on any of the Companies or for which any of the Companies may otherwise be liable (i) for any taxable year or period that ends on or before the Closing Date and, (ii) with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year ending on and including the Closing Date. Except as set forth in (v), Seller shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(ii) Buyer shall be liable for and indemnify Seller for the Taxes of any of the Companies for any taxable year or period that begins after the Closing Date and, with respect to any taxable year or period beginning before and ending after the Closing Date, for that portion of such taxable year beginning after the Closing Date. The Buyer shall be entitled to any refund of Taxes of any of the Companies received for such periods.

(iii) Taxes for Short Taxable Year. For purposes of paragraphs (B)(i) and (B)(ii), whenever it is necessary to determine the liability for Taxes of any of the Companies for a portion of a taxable year or period that begins before and ends after the Closing

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Date, the determination of the Taxes of any Company for the portion of the year or period ending on, and the portion of the year or period beginning after, the Closing Date shall be determined by assuming that such Company had a taxable year or period which ended at the close of the Closing Date, except that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a time basis.

(iv) If, as a result of a challenge by any taxing authority to any transaction that had been treated or a tax-free transaction under Section 351 of the Code or any similar provision under state tax law, such taxing authority determines the adjusted tax basis in an asset of Newco, including the stock in any of the Other Companies, as of the Closing Date to be less than the Carryover Basis (as defined below), then Seller shall indemnify Buyer to the extent that the Carryover Basis of such asset would have produced greater tax benefits to Buyer. Payment under this paragraph shall be made at the time the adjusted tax basis in an asset of Newco is determined to be other than the Carryover Basis and shall equal the highest marginal corporate tax rate in effect on the Closing Date multiplied by the difference between the Carryover Basis and the redetermined adjusted tax basis; provided, however, that for the purposes of computing such payment, a reduction in the basis of one or more assets shall not be taken into account to the extent that the determination that resulted in a reduction in the basis of such assets also resulted in the increase in the basis in inventory, receivables or other current assets, or any asset that is amortizable, depreciable or depletable under the applicable tax law in effect on the date that such determination is made. As used herein, the term "Carryover Basis" means the adjusted tax basis in the asset as of December 31, 1991 reduced by any depreciation, depletion or other such allowance (or, in the case of stock in any of the Other Companies, by the adjustments provided for in section 1.1502-32 of the income tax regulations) properly attributable to the period between December 31, 1991 and the Closing Date.

(v) Adjustment to Purchase Price. Any payment by Buyer or Seller under this Section will be an adjustment to the Purchase Price.

(vi) Refunds from Carrybacks. If Seller becomes entitled to a refund or credit of Taxes for any period for which it is liable under paragraph (B)(1) to

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indemnify Buyer and such refund or credit is attributable solely (or in part) to the carryback of losses, credits or similar items from either a taxable year or period that begins after the Closing Date or in the case of a taxable year or period that begins before and ends after the Closing Date, that portion of the taxable year or period that begins after the Closing Date (determined under the principles of paragraph (B)(iii)), and is attributable to any of the Companies, Seller shall promptly pay to the Buyer the amount of such refund or credit (or a pro-rata share of such refund or credit if due only in part to the carryback of such losses, credits or similar items) together with any interest thereon. In the event that any refund or credit of Taxes for which a payment has been made is subsequently reduced or disallowed, the Buyer shall repay any amounts paid to it by the Seller pursuant to this paragraph and indemnify and hold harmless the Seller for any interest and penalties assessed against Seller by reason of the reduction or disallowance. Provided, however, that the preceding sentence shall not apply if the reduction or disallowance is caused by Seller's computational error.

(vii) Returns. Seller shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending on or before the Closing Date and shall pay any Taxes due in respect of such Returns, and Buyer shall file or cause to be filed when due all Returns with respect to Taxes that are required to be filed by or with respect to any of the Companies for taxable years or periods ending after the Closing Date and shall remit any Taxes due in respect of such Returns. Each of the Companies shall retain an officer of Seller for the sole purpose of signing the Returns that Seller is required to file pursuant to this paragraph. Seller shall pay Buyer the Taxes for which Seller is liable pursuant to paragraph (B)(i) but which are payable with Returns to be filed by Buyer pursuant to the previous sentence not less than two business days prior to the due date for the payment of such Taxes. Buyer shall provide Seller with its then best estimate of these taxes 10 business days prior to the due date for payments of such Taxes. Notwithstanding the foregoing, with regard to taxes for periods that begin before but end after the Closing Date, Seller shall be entitled to reduce its payment under this paragraph to Buyer to the extent of the amount accrued by the Company making the payment on the Company's balance sheet as of the Closing Date. With regard to taxes for periods that begin before but end

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after the Closing Date, Buyer shall pay Seller, within five (5) business days of making a payment for the applicable taxes to a tax authority, any amounts accrued on the Final Closing Statement of the Company making the payment, for the particular liability for tax, in excess of the applicable tax.

(viii) Contest Provisions. Buyer shall promptly notify Seller in writing upon receipt by Buyer, any of its Affiliates or any of the Companies of notice of any pending or threatened audit or assessment by any federal, state, local or foreign taxing authorities which may affect the tax liabilities of any of the Companies for any periods for which Seller would be required to indemnify Buyer pursuant to paragraph (B)(1), provided that failure to comply with this provision shall not affect Buyer's right to indemnification hereunder. Seller shall have the sole right to represent any Company's interests in any tax audit or administrative or court proceedings relating to taxable periods ending on or before the Closing Date, and to employ counsel of its choice at its expense. Notwithstanding the foregoing, Seller shall not be entitled to settle, either administratively or after the commencement of litigation, any claim for Taxes which would adversely affect the liability for Taxes of the Buyer or any of the Companies for any period ending after the Closing Date to any extent (including, but not limited to, the imposition of income tax deficiencies, the reduction of asset basis or cost adjustments, the lengthening of any amortization or depreciation periods, the denial of amortization or depreciation deductions, or the reduction of loss or credit carryforwards) without the prior written consent of Buyer. Such consent shall not be unreasonably withheld, and shall not be necessary to the extent that Seller has indemnified the Buyer against the effects of any such settlement. Buyer shall have the sole right to represent any Company's interest in any tax audit or administrative or court proceeding for any taxable year or period that begins before but ends after the Closing Date. Neither Buyer nor any of the Companies may agree to settle any tax claim for the portion of the year or period ending on the Closing Date which may be the subject of indemnification by Seller under paragraph (B)(1) without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(ix) Termination of Tax Allocation Agreements. Any tax allocation or sharing agreement or arrangement, whether or not written, that may have been

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entered into by Seller or any member of Seller's Group and any of the Companies shall be terminated as to each of the Companies as of the Closing Date, and no payments which are owed by or to any of the Companies pursuant thereto shall be made thereunder.

(C) Transfer Taxes. Seller and Buyer shall each be liable for one half the transfer, sales, use or other similar taxes arising under any state, local or foreign law from the sale of the Shares, including any real property transfer taxes. Buyer and Seller shall cooperate fully in making any payment, withholding any amount or filing any return or information which is required with respect to a transfer, sales, use or other similar tax described in the preceding sentence. The party responsible under state, local or foreign law for making such payment, withholding such amount or filing such return or information with respect to such transfer, sales, use or other similar taxes shall undertake to fulfill that responsibility; provided, however, that Seller must inform Buyer of any payment that must be made by Buyer, amount that must be withheld by Buyer or return or information that must be filed by Buyer with respect to such transfer, sales, use or other similar taxes.

(D) Information to be Provided by Buyer. With respect to the periods in 1992 prior to the Closing Date, Buyer shall promptly cause each of the Companies to prepare and provide to Seller a package of tax information materials (the "Tax Package"), which shall be completed in accordance with past practice including past practice as to providing the information, schedules and work papers and as to the method of computation of separate taxable income or other relevant measure of income of each of the Companies. Buyer shall cause the Tax Package described in this paragraph to be delivered to Seller by December 31, 1992.

(E) Assistance and Cooperation. After Closing Date, each of Seller and Buyer shall:

(i) assist (and cause their respective Affiliates to assist) the other party in preparing any Returns or reports with such other party is responsible for preparing and filing in accordance with this Section;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding any Returns of any of the Companies;

(iii) make available to the other and to any taxing authority as reasonably requested all

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information, records, and documents relating to Taxes of any of the Companies;

(iv) provide timely notice to the other in writing of any pending or threatened tax audits or assessments of any of the Companies for taxable periods for which the other may have a liability under this Section; and

(v) furnish the other with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to any such taxable period.

(F) Record Retention. Seller will continue to store and maintain the original copies of any federal, state, local or foreign tax return or report for any year still open for audit by any taxing authority for any period up to and including the taxable years or periods ending on or before the Closing Date and any work papers prepared exclusively for purposes of filing such returns. Seller will provide Buyer with copies of all such returns and work papers that have been prepared within 10 days after the Closing Date and with copies of subsequent returns and work papers as soon as possible after such returns and work papers are prepared. Seller will notify Buyer prior to the destruction of any records mentioned in this subsection (F) and provide Buyer with the option of continuing to store and maintain such records on its own behalf.

(G) Survival of Obligations. The obligations of the parties set forth in this Section shall be unconditional and absolute and shall remain in effect without limitation as to time.

7.6. Insurance. To the extent that (i) there are third-party insurance policies maintained by Seller and its Affiliates (other than the Companies) ("Seller's Insurance Policies") insuring against any loss, liability, damage or expense relating to the assets, businesses, operations, conduct, products and employees (including former employees) of the business of any Company (all such losses, liabilities, claims, damages or expenses, regardless of the availability of insurance coverage, are herein referred to collectively as the "Business Liabilities") and relating to or arising out of occurrences prior to the Closing, and (ii) Seller's Insurance Policies continue after the Closing to permit claims ("Claims") to be made with respect to such Business Liabilities relating to or arising out of occurrences prior to the Closing, Seller agrees to cooperate and cause such Affiliates to cooperate with Buyer and the Companies in submitting Claims on behalf of Buyer or such

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Companies under Seller's Insurance Policies with respect to such Business Liabilities relating to occurrences prior to the Closing.

7.7. Books and Records. Except for tax records covered by Section 7.6(F), Buyer will, and will cause each Company to, for a period of six years after the Closing, retain all books, records and other documents pertaining to the businesses of the Companies in existence on the Closing Date and to make the same available after the Closing Date for inspection and copying by Seller or any Affiliate of Seller at Seller's expense during the normal business hours of Buyer or such Company, as applicable, upon reasonable request and upon reasonable notice. Without limiting the generality of the foregoing, Buyer will, and will cause each Company to, make available to Seller, the Affiliates of Seller and their respective representatives all information deemed necessary or desirable by Seller or such Affiliates in preparing their respective financial statements and Tax returns and conducting any audits in connection therewith.

7.8. Announcements. Prior to the Closing, neither Seller nor Buyer will issue any press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other (which consent shall not be unreasonably withheld), except as may be required by applicable law, stock exchange regulation or in connection with Buyer obtaining the approval of its shareholders.

7.9. Interim Use of Names. Except as provided in this Section 7.9, no interest in or right to use the name "Cyprus" or any derivation or logo thereof is being transferred hereunder. The parties agree that Buyer shall, as promptly as practicable but in any event within forty-five (45) days following the Closing Date, file an amendment with the appropriate authorities to eliminate the name Cyprus from the name of each Company, and within one year following the Closing Date, remove or obliterate all such trade names, trademarks and logos from all signs, purchase orders, invoices, sales orders, packaging stock, labels, letterheads, shipping documents and other materials used by it or any of its Affiliates (including but not limited to the Companies). For a period of sixty (60) days after the Closing Date, Buyer and its Affiliates (including the Companies) may continue to use any purchase orders, invoices, sales orders, letterheads or shipping documents which bear the name Cyprus, provided that after such sixty (60) days' period, Buyer and its Affiliates (including the Companies) shall cease to use (i) any purchase orders, invoices, sales orders, letterheads or shipping documents existing on the date hereof, which bear the name "Cyprus" or

any name confusingly similar thereto, without first obliterating or covering such name, mark or logo, or (ii) any such materials not in existence on the Closing Date which bear such name, mark or logo. Except to the extent contemplated above, Buyer will not, and will cause each of its Affiliates (including but not limited to the Companies) not to, misappropriate, misrepresent or otherwise infringe, abuse or diminish the value of said names.

7.10. No Shopping. Between the date hereof and the earlier of the Closing Date and the termination of this Agreement, neither Seller nor any of its Affiliates shall, directly or indirectly, through any officer, director or agent or otherwise, in any manner solicit, initiate, encourage, or participate in any negotiation in respect of or cooperate with any person making an Acquisition Proposal (as hereinafter defined). The term "Acquisition Proposal" means any proposal for a merger with the Companies or for the acquisition of all or substantially all the assets of the Companies or the Shares.

7.11. Computer Technology and Other Interim Services. For a period not to exceed six months following the Closing, Seller will provide to the Companies such computer services of the types and of substantially the same standard of service that Seller has provided prior to the date hereof, as and to the extent Buyer shall require, at Seller's cost. Buyer shall only be billed for such services to the extent Seller's cost for such services exceeds [REDACTED]. Buyer shall be responsible for obtaining all required software licenses that are necessary for Seller to provide such computer services to the Companies after Closing. Buyer shall be responsible for all costs associated with obtaining the software licenses required by the Companies and for all costs associated with establishing such computer services separate from Seller's processing systems to provide for adequate security, efficient processing, and transfer of historical data as may be required by Buyer. Nothing herein shall prevent Buyer from contracting directly with Seller's computer services vendor. Buyer, Seller and the Companies, shall use reasonable efforts to minimize data processing costs including costs associated with the utilization of transitional operational systems and software packages. Other transitional support services provided to Buyer and the Companies by Seller after the Closing will be performed at Buyer's expense but at an amount equal to Seller's cost.

7.12. Barite Tolling Agreement. For as long as the Companies operate the Houston Mill lease, or for a maximum of one year from the Closing, if the operation continues after such one year period, Buyer shall provide to

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Seller reasonable barite toll grinding services at the Houston Mill on negotiated fair market value terms. Buyer shall provide Seller, and a purchaser and subsequent purchaser of Seller's facilities to the extent of using it only with respect to such facility, with a non-assignable perpetual, royalty free license to utilize the Nichols classifier technology.

7.13. Best Efforts. Subject to the terms and conditions herein provided, each of Buyer and Seller agree to cooperate and to use their respective best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, obtaining consents under all contracts and agreements, requiring consent to be assigned to Buyer.

7.14. Covenant Not to Compete. (a) Subject to Seller's right to engage in the barite business, for a period of five years after the Closing, Seller will not, and will cause each of its Affiliates not to engage in any talc business that directly, or indirectly, competes with the businesses of the Companies, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(a) shall prohibit Seller or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a talc business.

(b) For a period of five years after the Closing, Buyer will not, and will cause each of its Affiliates not to engage in any barite business that directly, or indirectly, competes with the barite business of Seller, as conducted on the Closing Date; provided, however, that nothing contained in this Section 7.14(b) shall prohibit Buyer or any of its Affiliates from acquiring any company or business which has, as a non-primary business, a barite business.

(c) After the Closing, Seller will not, and will cause each of its Affiliates not to, utilize the trade secrets to be transferred to Buyer pursuant to this Agreement to engage in any business that directly, or indirectly, competes with the businesses of the Companies, or disclose to any Affiliate or any other person any such trade secrets or, within five years after the Closing, any other confidential information relating to the Companies or its properties, except that Seller may make disclosures, after consultation with Buyer, as required by law or applicable rules of a stock exchange. It is understood that confidential information does not include information which is or becomes publicly available without Seller's fault.

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(d) For a period of three years after the Closing Date, Seller will not and will cause each of its Affiliates not to, except with Buyer's prior written consent (which consent shall not be unreasonably withheld), hire or employ, or solicit the hiring or employment of, any employee of the Companies.

(e) Seller and Buyer agree that, if any provision of this Section 7.14 should be adjudicated to be invalid or unenforceable, such provision shall, to the extent permitted by law, be deemed deleted herefrom with respect, and only with respect, to the operation of such provision in the particular jurisdiction in which such adjudication was made; provided, however, that to the extent any such provision may be made valid and enforceable in such jurisdiction by limitation of the scope of the activities, geographical area or time period covered, Seller and Buyer agree that such provision instead shall be deemed limited to the extent, and only to the extent, necessary to make such provision enforceable to the fullest extent permissible under the laws and public policy applied in such jurisdiction.

7.15 Nihon Mistron. Pursuant to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco, Seller has agreed to transfer to Newco, its record and beneficial ownership of [REDACTED] of the issued and outstanding shares of Nihon Mistron Company. If Seller is unable to transfer such shares to Newco because the other parties in the joint venture exercise their preemptive right to purchase such shares, the proceeds from such sale shall immediately be delivered to Buyer.

7.16 Hamm Underground Mine Property. The parties have agreed that Seller shall retain title to the Hamm Underground Mine Property and shall be responsible for all costs associated with any required clean up of such property. Any required clean up shall be performed as soon as reasonably practicable. At such time as such property is in material compliance with all applicable Environmental Laws, Buyer shall have the option to purchase such property for one dollar in cash.

7.17 Buyer's Insurance. For as long as Seller may be liable to indemnify Buyer pursuant to this Agreement, Buyer agrees to maintain business interruption insurance for the Companies in a manner and amount reasonable for a Company engaged in the same business as the Companies in the same area.

ARTICLE 8

CONDITIONS PRECEDENT OF SELLER

The obligation of Seller to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

8.1. Representations and Warranties. The representations and warranties of Buyer made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date.

8.2. Agreements. Buyer shall have performed and complied in all material respects with all its undertakings and agreements required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

8.3. Buyer Certificate. Seller shall have been furnished with certificates of an authorized officer of Buyer, dated the Closing Date, certifying to the effect that the conditions contained in Sections 8.1 and 8.2 have been fulfilled.

8.4. No Injunction. No injunction, restraining order or decree of any nature of any court or governmental or regulatory authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

8.5. Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all material filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable).

8.6. Miscellaneous Closing Deliveries. Seller shall have received such evidence as Seller may reasonably request in order to establish (i) the power and authority of Buyer to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

ARTICLE 9

CONDITIONS PRECEDENT OF BUYER

The obligation of Buyer to consummate the transactions described in Article 2 hereof is subject to the fulfillment of each of the following conditions prior to or at the Closing:

9.1. Representations and Warranties. The representations and warranties of Seller and Cyprus made hereunder shall be true in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, except for changes permitted or contemplated by this Agreement and except to the extent that any representation or warranty is made as of a specified date, in which case such representation or warranty shall be true in all material respects as of such date; provided that Buyer may not invoke this Section 9.1, unless the untruthfulness of the representations and warranties in the aggregate constitute a material adverse change, or unanticipated and undisclosed material liability previously unknown to Buyer which would have a material adverse effect, on the talc business of the Companies as a whole.

9.2. Agreements. Seller shall have performed and complied in all material respects with all of its undertakings and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing; provided that Buyer may not invoke this Section 9.2, unless the non-compliance, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.3. Seller Certificate. Buyer shall have been furnished with a certificate of an authorized officer of Seller, dated the Closing Date, certifying to the effect that the conditions contained in Sections 9.1 and 9.2 have been fulfilled.

9.4. No Injunction. No injunction, restraining order or decree of any court or governmental or regulatory

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authority shall exist against Buyer, Seller, Cyprus, any Company or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents or materially changes the transactions contemplated hereby.

9.5. Consents. All material consents, approvals and authorizations of governmental and regulatory authorities, and all filings with and notifications of governmental authorities and regulatory agencies or other entities which regulate the business of Seller, any Company or Buyer, necessary on the part of Seller, any Company or Buyer, or their respective Affiliates, to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been obtained or effected (and all applicable waiting periods, if any, including any extensions thereof, under any applicable law, statute, regulation or rule, including but not limited to the HSR Act shall have expired or terminated, as applicable); provided that Buyer may not invoke this Section 9.5 unless the failure to obtain or effect such consents, approvals and authorizations, in the aggregate would have a material adverse effect, on the talc business of the Companies as a whole.

9.6. Miscellaneous Closing Deliveries. Buyer shall have received such evidence as Buyer may reasonably request in order to establish (i) the power and authority of Seller and Cyprus to consummate the transactions contemplated by this Agreement and (ii) compliance with the conditions of Closing set forth herein.

9.7. Newco Closing. The Closing of the transactions contemplated in the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco shall have occurred to Buyer's reasonable satisfaction.

9.8. J&J Non-Termination. Johnson & Johnson Consumer Products, Inc. ("J&J") shall not have given notice of termination to Cyprus or its Affiliates or to Buyer pursuant to the Talc Supply Agreement by and between Windsor Minerals Inc. and J&J, dated January 6, 1989.

ARTICLE 10

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

10.1. Survival of Representations and Warranties.

(a) Except as specified in Section 10.1(b) hereof, all representations and warranties of Seller

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included or provided for herein or in any schedule or in any certificate or other document delivered pursuant to this Agreement shall survive for a period of one year after the Closing Date and shall thereafter expire except with respect to breaches and violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

(b) The representations and warranties contained in Sections 5.1, 5.3, 5.4 and 5.13 of this Agreement shall survive the Closing Date until the expiration of the limitation period under the applicable statutes of limitations (or any extensions thereof) and thereafter shall expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors. The representations and warranties contained in Section 5.16 of this Agreement shall survive for a period of thirty (30) months after the Closing and shall thereafter expire except with respect to breaches or violations theretofore specified, in writing in accordance with Section 11.5, to Seller by Buyer, the Companies or their successors.

ARTICLE 11

INDEMNIFICATION

11.1. Indemnification of Buyer and its Affiliates. Subject to Section 11.4, Seller and Cyprus, jointly and severally, agree to defend, indemnify and hold harmless Buyer, its Affiliates and its successors and assigns (individually, a "Buyer Indemnatee", and collectively, the "Buyer Indemnities") against and in respect of:

(a) any and all losses, claims, damages, liabilities, costs and expenses ("Damages") caused by, resulting or arising from or otherwise relating to (i) any failure by Cyprus or Seller to perform or otherwise fulfill or comply with any provision of this Agreement; (ii) any breach or violation ("Breach") of any representation or warranty of Cyprus or Seller hereunder, or (iii) any claim arising out of or relating to the operation of the businesses of any of the Companies or either of the European Companies prior to the Closing as to which Buyer has given written notice to Seller within one year of the Closing Date;

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(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.2. Indemnification of Seller and Its Affiliates. Subject to Section 11.4, Buyer agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates, and their respective successors and assigns (individually, a "Seller Indemnitee", and collectively, the "Seller Indemnities") against and in respect of:

(a) any and all Damages caused by, resulting or arising from or otherwise relating to (i) any failure by Buyer to perform or otherwise fulfill or comply with any provision of this Agreement, or (ii) any Breach of any representation or warranty of Buyer hereunder;

(b) any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, directly relating to such indemnification.

11.3. (a) Environmental Indemnification. Subject to Section 11.3(c), and except to the extent disclosed in Schedule 11.3 or to the extent Dr. Graham B. Lawson, J. Stevenson, Richard Gaunt or John Paulson has actual knowledge on the date hereof of a matter that would give rise to a valid claim under (ii), (iii) or (iv) below, with respect to any written claim, specifying in reasonable detail to the extent known, made by Buyer within thirty (30) months of the Closing Date, Seller and Cyprus shall jointly and severally indemnify and hold Buyer Indemnitee harmless from and against any and all damages, losses, liabilities, actions, claims, costs and expenses (including, without limitation, removal costs, remediation costs, fines, penalties, expenses of investigation and ongoing monitoring, and reasonable attorney's fees) ("Losses") directly or indirectly based upon, arising out of, resulting from or relating to (i) any action taken by Seller with respect to the Hamm Underground Mine Property or any liability under Environmental Law relating to a present condition at the Hamm Underground Mine Property, (ii) any violation of any Environmental Law by the Companies or their predecessors or any of its employees, representatives, agents or any other person or entity acting on behalf of the Companies prior to the Closing (including, without limitation, any failure to obtain or comply with any permit, license or other approval or authorization under the provisions of any Environmental Law), (iii) any and all liabilities under any Environmental Law arising on or prior to the Closing out of or otherwise in respect of any act, omission, event, condition or

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circumstance occurring or existing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing (including, without limitation, liabilities relating to investigation, removal, remediation, containment, cleanup or abatement of the presence, Release or threatened Release of any Hazardous Substance, whether on-site or off-site) and (iv) any and all expenditures required to be incurred by the Companies (x) to enable them to operate in compliance with all applicable Environmental Laws and (y) to repair and restore all damage to any building, land or property of the Companies arising out of or relating to the removal, remediation, cleanup or abatement of the presence of any Hazardous Substance in violation of any Environmental Law existing on or prior to the Closing in connection with the Companies or the properties owned or operated by the Companies or their predecessors at any time prior to the Closing; provided, however, that Seller shall not have any liability pursuant to this Section 11.3(a) for claims brought by private individuals where there is no violation or liability under any Environmental Law. The indemnity provided in this Section 11.3 shall be without regard to any purported availability of insurance.

(b) If any governmental authority (whether federal, foreign, state or local) or if any Environmental Law shall require Buyer or any Company to effect or take any removal, remedial, corrective or similar actions ("Remedial Action"), or if any third party makes any other claim which is to be the basis for a claim for indemnification under Section 11.3 ("Other Environmental Claim"), then Buyer shall prior to taking any Remedial Action or having discussions with or reporting to the governmental authority (except in situations requiring immediate action under the applicable Environmental Law or emergency situations to preserve life or property) give prompt written notice to Seller of the required Remedial Action or the Other Environmental Claim. Seller, at its option, by notice to Buyer given within thirty (30) days of Buyer's notice to Seller of the Remedial Action or Other Environmental Claim (or such shorter periods specified in Buyer's notice if the ordering governmental agency requires that action be taken more promptly than such thirty (30) day notice period would allow, or if Buyer reasonably determines that the existing condition which is the subject of the Remedial Action or Other Environmental Claim requires that action be taken more promptly than such thirty (30) day period would allow) shall (i) assume control of and effect such Remedial Action or defend such Other Environmental Claim at its cost and expense, or (ii) permit Buyer to control and effect such Remedial Action or defend such Other Environmental Claim at Seller's cost and expense. Any and all costs and expenses incurred or paid by Seller or

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by Buyer on Seller's account hereunder shall be considered within the term Losses and be subject to the limitations set forth in Section 11.3(c). Buyer and Seller shall cooperate with each other and shall have a right to participate in discussions with applicable government authorities in effecting any Remedial Action with a view toward promptly completing any Remedial Action, minimizing the disruptive effect of any Remedial Action on the conduct of the businesses of the Companies, avoiding the incurrence of additional environmental liabilities with respect to the existing condition as to which the Remedial Action is taken and performing any Remedial Action at the lowest reasonable cost. All Remedial Action performed by Buyer shall be performed at the lowest reasonable cost, taking into consideration the matters set forth in the preceding sentence, and subject to audit by Seller. Costs in excess of such lowest reasonable cost shall be for Buyer's account. Seller may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Buyer's prior written consent (which consent may not be unreasonably withheld). Buyer may not settle or compromise any claim by any governmental authorities relating to a Remedial Action or Other Environmental Claim, without Seller's prior written consent (which consent may not be unreasonably withheld). If Seller elects to assume control of a Remedial Action, Buyer shall provide Seller reasonable access to the relevant properties to allow Seller to complete such Remedial Action. Buyer shall, at Seller's expense, provide reasonable access to the properties of the Companies, to the extent reasonably required by Seller in order for Seller to take Remedial Action with respect to the Hamm Underground Mine Property, provided that such access shall not have any disruptive effect on the businesses of the Companies or expose the Companies to any potential material liability.

(c) With respect to the operating sites of the Companies set forth on Schedule 11.3A, Seller's liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [REDACTED] in which case Seller and Cyprus shall be liable for the whole amount of such claim. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller's liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [REDACTED], in which

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case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property.

11.4. Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i), (ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller or Buyer is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds [REDACTED], in which case such party shall be liable for all such amounts; provided, however, that in no event shall either Buyer or Seller be liable for more than an amount in the aggregate equal to [REDACTED] for all claims made against it under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller or Buyer be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [REDACTED] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee can reasonably, and does actually recover pursuant to an existing business interruption insurance.

11.5. Claims. Any claim for indemnity under Section 11.1 or 11.2 hereof shall be made by written notice from the Indemnitee to the Indemnifying Party specifying in reasonable detail the basis of the claim. Except as otherwise provided herein, when an Indemnitee seeking indemnification under Section 11.1 or 11.2 receives notice of any claims made by third parties ("Third Party Claims") which is to be the basis for a claim for indemnification hereunder, the Indemnitee shall give prompt written notice thereof to the Indemnifying Party reasonably indicating (to the extent known) the nature of such claims and the basis thereof. Upon notice from the Indemnitee, the Indemnifying Party may, but shall not be required to, assume the defense of any such Third Party Claims, including its compromise or settlement, and the Indemnifying Party shall pay all reasonable costs and expenses thereof and shall be fully responsible for the outcome thereof; provided, however, that in such case, the Indemnifying Party shall have no obligation to pay any further costs or expense of legal counsel of the Indemnitee in connection with such defense and, provided, further, that the Indemnifying Person may not settle or compromise any Third Party Claims without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld). The Indemnifying Party shall

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give notice to the Indemnatee as to its intention to assume the defense of any such Third Party Claims within twenty (20) business days after the date of receipt of the Indemnatee's notice in respect of such Third Party Claims. If an Indemnifying Party does not, within twenty (20) business days after the Indemnatee's notice is given, give notice to the Indemnatee of its assumption of the defense of the Third Party Claims, the Indemnifying Party shall be deemed to have waived its rights to control the defense thereof. If the Indemnatee assumes the defense of any Third Party Claims because of the failure of the Indemnifying Party to do so in accordance with this Section 11.4, the Indemnifying Party shall pay all reasonable costs and expenses of such defense and shall be fully responsible for the outcome thereof. The Indemnifying Party shall have no liability with respect to any compromise or settlement thereof effected without its prior written consent (which consent shall not be unreasonably withheld).

11.6. Survival. Notwithstanding anything in this Agreement to the contrary, this Article 11 shall survive termination of this Agreement without limitation.

ARTICLE 12

MISCELLANEOUS

12.1. Further Assurances. From time to time after the Closing, Seller will execute and deliver, or cause to be executed and delivered, such documents to Buyer as Buyer shall reasonably request in order to vest more effectively in Buyer good title to the Shares or otherwise consummate more effectively the transactions contemplated by this Agreement, and from time to time after the Closing, Buyer will execute and deliver, or cause to be executed and delivered, such documents to Seller as Seller shall reasonably request in order to consummate more effectively the transactions contemplated by this Agreement.

12.2. Expenses. Each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts and shall pay all other expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby. Seller shall pay all expenses, including, without limitation, all taxes, duties and registration fees, incurred by it or the Companies in connection with the restructuring of the talc business of Seller and its

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Affiliates, including, without limitation, those relating to the creation of Newco.

12.3. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

12.4. Notices. All notices, requests, permissions, waivers, and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them (in the case of any corporation the signature shall be by an officer thereof) and delivered by hand, or by United States mail (registered, return receipt requested), properly addressed and postage prepaid:

If to Seller, to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: President

with a copy to:

Cyprus Mines Corporation
9100 Mineral Circle
P.O. Box 3299
Englewood, Colorado 80155

Attention: General Counsel

If to Buyer, to:

RTZ America, Inc.,
150 East 58th Street
New York, New York 10155

Attention: President

with copies to:

Borax Consolidated Limited
Borax House
Carlisle Place
London
SW1P 1HT

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Attention: Mr. F. Alan S. Lesser

RTZ Corporation PLC
6 St. James's Square
London SW1Y 4LD

Attention: Charles H.H. Lawton Esq.

Sullivan & Cromwell
St Olave's House
9a Ironmonger Lane
London EC2V 8EY

Attention: David M. Kies, Esq.

Such names and addresses may be changed by such notice.

12.5. Entire Agreement. This Agreement (including the Schedules attached thereto, all of which are a part hereof) and the Confidentiality Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.

12.6. Amendments. This Agreement may be amended only by a written instrument executed by the parties or their respective successors or assigns.

12.7. Headings; References. The article, section and paragraph headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references herein to "Articles", "Sections", or "Schedules" shall be deemed to be references to Articles or Sections hereof and Schedules hereto unless otherwise indicated.

12.8. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

12.9. Parties in Interest; Assignment. This Agreement shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies under or by reason of this Agreement. No party to this Agreement may assign or delegate all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party to this

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Agreement; provided, however, that Seller shall have the right to assign or delegate any portion of its rights, obligations or liabilities hereunder to any Affiliate of Seller, so long as Seller and Cyprus shall remain fully liable for the fulfillment of all of its obligations and liabilities hereunder; and provided, further, that Buyer shall have the right to assign or delegate any or all of its rights, obligations or liabilities hereunder to any Affiliate of Buyer, so long as Buyer shall remain fully liable for the fulfillment of all of its obligations hereunder.

12.10. Severability; Enforcement. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

12.11. Jurisdiction. Buyer, Seller and Cyprus hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, The City of New York, for any actions, suits, or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and Buyer, Seller and Cyprus agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process of any action, suit or proceeding brought against it in any such court. Buyer, Seller and Cyprus hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such state or federal courts as aforesaid and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12.12. Waiver. Any of the conditions to Closing set forth in this Agreement may be waived at any time prior to or at the Closing hereunder by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be waiver of any such provision, nor in any way to affect the validity of this Agreement or any

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part hereof or the right of such party thereafter to enforce each and every such provisions. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach of non-compliance.

12.13. Interest. If any party to this Agreement defaults in the payment when due of any sum payable under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise), the liability of such party shall be increased to include interest on such sum from the date when such payment shall be due until the date of actual payment at a rate per annum (but not in excess of the maximum lawful rate) of three percent above the rate for three-month deposits in the London interbank market in the currency of payment, as announced by Citibank N.A. as of 11:00 A.M., London time, on the date when such payment shall be due.

INTOSERVICES INC

TEL No. 2128882697

Jun 5, 92 17:05 No. 004 P. 05

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IN WITNESS WHEREOF, the parties hereto have duly
executed this Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By

Name:

Title: *SENIOR VICE PRESIDENT*

CYPRUS MINERALS COMPANY

By

Name:

Title: *SENIOR VICE PRESIDENT
AND CHIEF FINANCIAL OFFICER*

RTZ AMERICA INC.

By

Name: *Arthur L Glass*

Title: *President*

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AMENDMENT TO
STOCK PURCHASE AGREEMENT
AMONG
CYPRUS MINES CORPORATION
CYPRUS MINERALS COMPANY
and
RTZ AMERICA INC.
Dated as of June 24, 1992

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AMENDMENT DATED AS OF JUNE ¹⁴, 1992, TO STOCK PURCHASE AGREEMENT DATED JUNE 5, 1992, by and among Cyprus Mines Corporation, a Delaware corporation ("Seller"), Cyprus Minerals Company, a Delaware corporation ("Cyprus") and RTZ America Inc., a Delaware corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, on June 5, 1992 the parties entered into a stock Purchase Agreement ("Agreement");

WHEREAS, the parties desire to make certain conforming changes to the Agreement to confirm the intent of the parties;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, Buyer, Seller and Cyprus hereby agree as follows:

1. The Agreement is hereby amended to insert and delete specified words and phrases as follows:

- a. On page 7, Section 3.1, at the end of the section insert "The Closing shall be effective as of the close of business on the Closing Date.";
- b. On page 8, Section 3.3(c), line 1, insert "or Cyprus" after "Seller";
- c. On page 8, Section 3.3(c), line 9, insert "or Cyprus" after "Seller";
- d. On page 26, Section 5.28, line 2, insert "or Cyprus" after "Seller";
- e. On page 48, Section 10.1(a), line 2, insert "and Cyprus" after "Seller";
- f. On page 49, Section 11.1(a), line 8, insert "third party" after "any";
- g. On page 49, Section 11.1(a), line 12, insert "excluding, however, any such third party claim (x) for which a Buyer Indemnitee would be entitled to indemnification pursuant to Sections 11.1(a)(i), (ii) or (b), in each case disregarding the limitations set forth in Section 11.4, (y) regarding any environmental matter covered in Section 11.3, disregarding the limitations set forth in Section 11.3, or (z) for which Buyer is responsible under Section 7.4" after "Data";

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- h. On page 51, Section 11.3(a), line 6 from end of paragraph, insert "neither Cyprus nor" prior to "Seller" and delete "not" prior to "have";
- i. On page 54, Section 11.6, line 3, insert "as to time" after "limitation";
- j. On page 55, Section 12.4, line 9, insert "or Cyprus" after "Seller"; and
- k. On page 56, Section 12.9, line 3, insert ", Cyprus" after "Seller".

2. Section 11.3(c) of the Agreement is hereby amended to delete the existing Section 11.3(c) and insert in lieu thereof the following:

" 11.3. (c) With respect to the operating sites of the Companies set forth on Schedule 11.3A, Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall not include any liability for closure costs or reclamation costs, and collectively shall not in the aggregate exceed an amount equal to the Purchase Price; provided, however, that no claim for any single item may be made under this Section 11.3, unless and until the amount of such claim exceeds [REDACTED] in which case Seller and Cyprus shall be liable for the whole amount of such claim subject to the aggregate limit stated above. With respect to the sites of the Companies not set forth on Schedule 11.3A, Seller and Cyprus' liability for Losses pursuant to Section 11.3(a) shall include all liabilities for closure and reclamation costs, and shall not be limited to any amount; provided, however, that no claim for any single item may be made under this Section 11.3 unless and until the amount of such claim exceeds [REDACTED], in which case Seller and Cyprus shall be liable for the whole amount of such claim; provided, further, however, that if the cost of any Remedial Action on such property is clearly shown, by Seller or Cyprus to the reasonable satisfaction of Buyer, to be in excess of its fair market value, Seller or Cyprus shall instead of taking such Remedial Action have the option to reacquire such property from Buyer for one dollar and shall be solely liable for any costs associated with such property."

3. Section 11.4 of the Agreement is hereby amended to delete the existing Section 11.4 and insert in lieu thereof the following:

" 11.4. Limitations on Indemnifications. The provisions for indemnity under Sections 11.1(a)(i),

REDACTED DOCUMENT

(ii) and (b) and 11.2 shall be effective only when the aggregate amount of all claims for which Seller and Cyprus, on the one hand, or Buyer, on the other hand, is liable under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, exceeds [REDACTED], in which case such Indemnifying Party or Parties shall be liable for all such amounts; provided, however, that in no event shall either Buyer, on the one hand, or Seller and Cyprus collectively, on the other hand, be liable for more than an amount in the aggregate equal to [REDACTED] for all claims made against it or them under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively; provided, further, however, that no claim for any single item may be made, nor shall Seller and Cyprus, on the one hand, nor Buyer, on the other hand, be liable, under Sections 11.1(a)(i), (ii) and (b) or 11.2, respectively, if the amount of such claim is less than [REDACTED] provided, further, however, that no claim may be made for indemnity to the extent the Indemnitee can reasonably, and does actually recover pursuant to an existing business interruption insurance. Notwithstanding other provisions of this Section 11.4, the limitations set forth in this Section 11.4 do not apply to any claims by Buyer Indemnitees against Seller or Cyprus for any liabilities or obligations (including costs and expenses associated therewith) arising out of any litigation or claims listed on Schedule 5.9."

4. Typographical errors in the Agreement are hereby corrected by amendment as follows:

- a. On page 7, Section 3.1, line 5, "7 and 8" is corrected to read "8 and 9";
- b. On page 7, Section 3.1, line 8, "7 and 8" is corrected to read "8 and 9";
- c. On page 7, Section 3.1, line 9, "Section 7.6 and 8.6" is corrected to read "Sections 8.6 and 9.6";
- d. On page 9, Section 3.4, line 6, "(e)" is corrected to read "(d)";
- e. On page 15, lines 4-5, "Material Adverse Effect" is corrected to read "material adverse effect";
- f. On page 34, Subsection (iv), line 5, "Afl-CIO" is corrected to read "AFL-CIO";
- g. On page 35, Subsection (f), line 16, "Sellers" is corrected to read "Seller";

REDACTED DOCUMENT

- h. On page 35, Subsection (h), line 6, "6.4" is corrected to read "7.4";
- i. On page 35, Subsection (h), line 7, "Indemnities" is corrected to read "Indemnitees";
- j. On page 35, Subsection (h), line 10, "6.4" is corrected to read "7.4";
- k. On page 35, Subsection (h), line 11, "6.4" is corrected to read "7.4";
- l. On page 36, line 1, "Indemnities" is corrected to read "Indemnitees";
- m. On page 37, Section 7.5(B)(iv), line 3, "treated or" is corrected to read "treated as";
- n. On page 48, Section 9.7, line 3, "dates" is corrected to read "dated";
- o. On page 49, Section 11.1, line 6, "Indemnities" is corrected to read "Indemnitees";
- p. On page 50, Section 11.2, line 6, "Indemnities" is corrected to read "Indemnitees";
- q. On page 54, line 12, "11.4" is corrected to read "11.5"; and
- r. On page 58, line 4, "breach of" is corrected to read "breach or".

5. The parties hereby recognize, acknowledge and agree to the execution of a conforming amendment of even date to the Agreement of Transfer and Assumption dated June 5, 1992 between Seller and Newco.

REDACTED DOCUMENT

6. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By: 

Name: P.C. Wolf
Title: President

CYPRUS MINERALS CORPORATION

By: 

Name: G.J. Malys
Title: Senior Vice President

RTZ AMERICA INC.

By: _____

Name:
Title:

REDACTED DOCUMENT

JUN 24 '92 11:16AM CYPRUS MINERALS 303 643 3943

CYPRUS MINERALS

P.1A/10

6. This Amendment may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement as of the date first above written.

CYPRUS MINES CORPORATION

By: _____
Name:
Title:

CYPRUS MINERALS CORPORATION

By: _____
Name:
Title:

RTS AMERICA INC.

By: Arthur L. Glass
Name: Arthur L. Glass
Title: President

Exhibit 204

IN THE COURT OF COMMON PLEAS

SUMMIT COUNTY, OHIO

PAUL ANDONIAN, et al., : CASE NO. ACV 88-6-1731
Plaintiff, : JUDGE VICTOR
vs. :
A.C. & S., INC., et al. : AFFIDAVIT
Defendants. :

ROGER N. MILLER, being duly sworn, according to law,
upon his oath, deposes and says:

1. I am the President of Windsor Minerals, Inc. and
have held that position since 1968 when Windsor Minerals, Inc.
was first formed.

2. The exclusive business of Windsor Minerals, Inc. is
and has been the mining and milling of talc from a single
mining district in Windsor, Vermont. In addition, Windsor
Minerals, Inc. also sells a portion of its product to
independent industrial users for manufacturing purposes.
Windsor Minerals, Inc. never sold any of its product to
distributors or agents for resale.

EXHIBIT
J&J-282

3. Windsor Minerals, Inc. has never sold any of its product to the General Tire and Rubber Company in Akron, Ohio, or any other tire manufacturing facility or rubber company.

4. All of the talc mined by Windsor Minerals, Inc. has been regularly sampled and tested for the presence of asbestos. No evidence of the presence of asbestos in Windsor Mineral, Inc.'s product has ever been revealed by this testing.


ROGER N. MILLER

Sworn to and subscribed
before me this 8th
day of July, 1988.

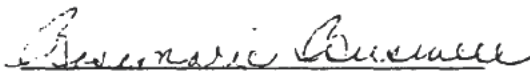

Notary Public

Exhibit 205

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

FLOYD ABRAMS
ROBERT A. ALESSI
ROGER ANDRUS
MICHAEL A. BECKER
SUSAN BUCKLEY
KEVIN J. BURKE
P. KEVIN CASTEL
JAMES J. CLARK
WALTER C. CLIFF, P.C.
BENJAMIN J. COHEN
JOSEPH P. CONWAY
MARSHALL COX
THOMAS F. CURNIN
W. LESLIE DUFFY
PATRICIA FARREN
BART FRIEDMAN
CIRO A. GAMBONI
CHARLES A. GILMAN
STEPHEN A. GREENE
ROBERT M. HALLMAN
WILLIAM M. HARTNETT
THOMAS R. JONES
ALLEN S. JOSLYN
THOMAS J. KAVALER
LAWRENCE A. KOBRIN
MANUEL KOHN
WARD P. KRUGMAN
WILLIAM T. LIFLAND
MICHAEL MACRIS
JONATHAN I. MARK

RAND McQUINN*
GERARD M. MEISTRELL
ROGER MELTZER
CLIFFORD L. MICHEL
JOHN P. MITCHELL
MATHIAS E. MONE
DONALD J. MULVIHILL
KENNETH W. ORCE
ROY L. REGOZIN
RICHARD L. REINHOLD
DEAN RINGEL
THORN ROSENTHAL
RICHARD J. SABELLA
H. RICHARD SCHUMACHER
JOHN SCHUSTER
LAURENCE A. SILVERMAN
HOWARD G. SLOANE
LAURENCE T. SORKIN
LEONARD A. SPIVAK
GERALD S. TANENBAUM
JONATHAN D. THIER
MICHAEL P. TIERNEY
ROBERT USADI
JOHN R. VAUGHAN
GEORGE WAILAND
GLENN J. WALDRIP, JR.
GARY W. WOLF
JOHN R. YOUNG
DANIEL J. ZUBKOFF

DAVID R. HYDE
DENIS MCINERNEY, P.C.
IRWIN SCHNEIDERMAN
RALPH O. WINGER
SENIOR COUNSEL

CORYDON B. DUNHAM
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*ADMITTED D.C. ONLY
**ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER

(212) 701-3321

August 4, 1992

Re: Akron Tireworker Litigation

Dear Russ and Brian:

We recently learned that your firm voluntarily dismissed Windsor Minerals, Inc. from the Akron cases some time ago after reviewing an affidavit supplied by Windsor. Our client, Eastern Magnesia Talc, bought precisely the same mining operations from Windsor in 1967 and operated them until 1983. The Windsor affidavit attests to the fact that "all of the talc mined by Windsor Minerals, Inc. has been regularly sampled and tested for the presence of asbestos. No evidence of the presence of asbestos in Windsor Minerals, Inc.'s product has ever been revealed by this testing". (Copies of the affidavit and dismissal stipulations are enclosed).

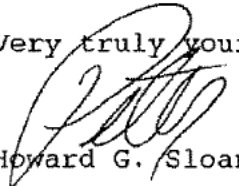
In light of your dismissal of the predecessor owner and operator of these mining operations, Windsor, we urge you to voluntarily dismiss EMTal from the remaining Akron cases on the same basis. As I have indicated to you in the past, similar

CAHILL GORDON & REINDEL

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orders have been signed by plaintiffs' counsel in numerous jurisdictions around the country after concluding that there was no asbestos in the EMTal product.

Very truly yours,



Howard G. Sloane

A. Russell Smith, Esq.
Brian R. Nace, Esq.
Laybourne, Smith, Gore
& Goldsmith
503 Society Building
159 South Main Street
Akron, Ohio 44308-1317

IN THE COURT OF COMMON PLEAS

SUMMIT COUNTY, OHIO

FAYE MILLER, Individually : CASE NO. ACV884-1087
and as Administratrix of the :
Estate of ROBERT R. MILLER, : JUDGE CARROLL
Deceased, 3026 Lake James :
Terrace, Akron, Ohio 44312 :
Plaintiff, :
vs. : AFFIDAVIT
A.C. & S., INC., et al. :
Defendants. :

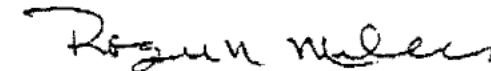
ROGER N. MILLER, being duly sworn, according to law,
upon his oath, deposes and says:

1. I am the President of Windsor Minerals, Inc. and
have held that position since 1968 when Windsor Minerals, Inc.
was first formed.

2. The exclusive business of Windsor Minerals, Inc. is
and has been the mining and milling of talc from a single
mining district in Windsor, Vermont. In addition, Windsor
Minerals, Inc. also sells a portion of its product to
independent industrial users for manufacturing purposes.
Windsor Minerals, Inc. never sold any of its product to
distributors or agents for resale.

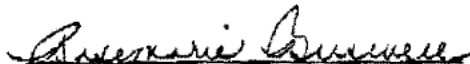
3. Windsor Minerals, Inc. has never sold any of its product to the General Tire and Rubber Company in Akron, Ohio, or any other tire manufacturing facility or rubber company.

4. All of the talc mined by Windsor Minerals, Inc. has been regularly sampled and tested for the presence of asbestos. No evidence of the presence of asbestos in Windsor Mineral, Inc.'s product has ever been revealed by this testing.



ROGER N. MILLER

Sworn to and subscribed
before me this 15th
day of July, 1988.



Notary Public

Exhibit 206

AFFIDAVIT

STATE OF NEW JERSEY)
 : ss.:
COUNTY OF SOMERSET)

WILLIAM H. ASHTON, being duly sworn, deposes and
says:

1. For thirty-five years, I was actively involved in investigating and studying the domestic and international talc industry and talc technology while employed by Johnson & Johnson. In the course of this work, I examined talc deposits in the United States and throughout the world. I graduated from the University of Pennsylvania in 1940 with a Bachelor of Science degree. My major field of study was chemistry; my minor fields of study were geology and mineralogy. I did graduate work at Louisiana State University and also received training in talc minerals at the Battelle Memorial Institute in Columbus, Ohio, which included consultations with the Geology Department of Ohio State University. I have been retired since 1984, but have remained an active member of various talc and mineral committees of the American Society for Testing and Materials and the International Standards Organization.

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* 2. From the 1940s through the 1980s, talc mined in Vermont and specifically, the talc mined by Engelhard Corporation (and its predecessors) from the talc mine located in Johnson, Vermont (the "Johnson mine") has been considered to be talc free from contamination by asbestos. This conclusion is the result of numerous investigations, examinations and studies of the Johnson mine. The following paragraphs discuss, in chronological order, these studies and investigations.

3. In 1949, Warren L. Hogue, Jr. and Frederick S. Mallette published a scientific paper entitled "A Study of Workers Exposed to Talc and Other Dusting Compounds in the Rubber Industry" (a copy of which is annexed hereto as Exhibit A). The authors studied workers in two rubber plants who had been exposed to talc and other dusting compounds for periods as long as 36 years. The authors noted that "[t]he dusting compound used in the tube operations and in rerolling liners is a pure talc from a deposit near Johnson, Vermont, and contains no free silica, tremolite, chrysolite, chrysotile, or actinolite."

(Exhibit A at 360) The authors identified the talc discussed in their study as being produced by Eastern Magnesia Talc Company (Exhibit A at 363-64), a predecessor of the Engelhard

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subsidiary of the same name which produced talc from the Johnson mine.¹

4. In March 1951, the U.S. Geological Survey published a report written by Dr. Alfred H. Chidester (and two co-authors), entitled "Talc Investigation in Vermont, Preliminary Report" (relevant portions of which are annexed hereto as Exhibit B). Dr. Chidester was employed for 39 years by the U.S. Geological Survey, a unit of the U.S. Department of the Interior. For a period of about 18 years, from 1944 through 1962, he was primarily concerned with the talc deposits of Vermont and northern Massachusetts. (From 1963 to 1971, while still employed by the Geological Survey, he was primarily involved with the United States lunar exploration program and training astronauts in field geology.) Dr. Chidester has an extremely prestigious reputation for his studies of the geology of talc deposits in the United States. In this 1951 report, Dr. Chidester stated:

¹ The Hogue and Mallette study concluded that "[p]hysical examinations and chest roentgenograms of a group of 20 men exposed to talc dust (hydrous magnesium silicate) for periods ranging from 10 to 36 years in rubber inner tube production were normal for men of their age group and urban industrial environment" and "[t]he findings of the present study indicate that long exposure to talc does not appear to produce pathologic changes in the lungs." (Exhibit A at 364)

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"All the commercial talc deposits in Vermont are associated with the verde antique type of ultramafic body, whereas none is known to occur in ultramafic bodies that are only partly serpentized. On the other hand, cross-fiber asbestos appears to occur in appreciable quantities only in ultramafic bodies that contain unaltered dunite or peridotite, and is extremely rare or absent in the verde antique type." (Exhibit B at 4)

Stating this another way, Dr. Chidester wrote: "no commercial talc deposits are known to be associated" with a certain type of rock formation in Vermont which "commonly contains more or less chrysotile asbestos. . . ." (Exhibit B at 1)

5. In a 1962 Geological Survey Professional Paper, entitled "Petrology and Geochemistry of Selected Talc-Bearing Ultramafic Rocks and Adjacent Country Rocks in North-Central Vermont" (relevant portions of which are annexed hereto as Exhibit C), Dr. Chidester analyzed talc samples from a number of different mines in Vermont. He used the Johnson mine as a standard for the chemical analysis of pure talc. He noted that a sample "from the Johnson talc mine, Johnson, Vt., is included because specimens for chemical analysis of the pure mineral were not obtainable from the Mad River and Barnes Hill localities, and the specimen from the Johnson mine represents talc from the steatite zone of a purity not obtainable at the other deposits." (Exhibit C at 79)

-5-

6. A scientific paper by Maryanne G. Boundy, Karen Gold, Kenneth P. Martin, Jr., William A. Burgess and John M. Dement, entitled "Occupational Exposures to Non-Asbestiform Talc in Vermont" (a copy of which is annexed hereto as Exhibit D) reported on an environmental study of three Vermont talc companies, including Eastern Magnesia Talc and its Johnson mine, during the summer of 1975 and the winter of 1976. This study, under the auspices of the Department of Environmental Health Sciences, Harvard School of Public Health, Boston, Massachusetts, tested bulk samples of ore dust for their mineral constituents. The purpose of this study, as stated in the introduction to the paper, was to verify "geological studies dating from the early 1900's [that] have shown that the Vermont talc deposits contain no asbestos and little quartz. . . ." (Exhibit D at 1) In reporting the results of the study, the paper stated that "petrographic microscopy analysis, analytical transmission electron microscopy, and x-ray diffraction with step-scanning revealed no asbestos in the bulk samples" from the three Vermont talc companies. (Exhibit D at 377)

7. In September and October 1982, an independent testing laboratory, EMV Associates, then located in Rockville, Maryland, analyzed two talc samples taken from the Johnson mine by two different investigators in the 1961 time frame. (One

-6-

sample had been taken by Dr. Chidester during the research incorporated in his 1962 Geological Survey Paper; I took the other sample during a May, 1961 visit to the Johnson mine.) These samples had not been modified or adulterated in any way prior to their 1982 analysis. (Dr. Chidester's talc sample had been maintained by the National Museum of Natural History, Smithsonian Institute in Washington, D.C.) The reports of the analysis of these two samples, dated September 24, 1982 and October 18, 1982 (copies of which are annexed hereto as Exhibits E and F), stated that no asbestos was detected and "prismatic and blocky forms of tremolite were not detected." The reports indicated that the talc samples were examined for freedom from asbestos by "scanning electron microscopy and energy dispersive spectroscopy (SEM/EDS)" and were examined at various magnifications from 1000x to 10,000x. Each of the reports includes a "Certificate of Microanalysis for Asbestos" which contains a Sample Description, Method of Analysis and "Results: No asbestos detected." The results of this analysis were confirmed by a subsequent analysis performed on these samples by Professor P.W. Pooley of the University of Cardiff in Wales, England. Prof. Pooley is one of the foremost authorities in the world in the identification of asbestos and other hazardous minerals in the respiratory tracts of individuals.

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In a December 22, 1982 report, Prof. Pooley noted that the samples were examined by x-ray diffraction analysis and by an analytical transmission electron microscope. The conclusion of these examinations was that no fibrous mineral particles were detected in the samples.

8. In sworn testimony in 1983 (relevant portions of which are annexed as Exhibit G), Dr. Chidester stated that he had never found veins of chrysotile asbestos in talc located in Vermont. He noted that chrysotile was a serpentine mineral found in serpentinite rock, but that, in the formation of talc in Vermont, all of the serpentine minerals are changed to talc. "So any asbestos that may have been there in the first place is altered to talc." (Exhibit G at 24) Thus, in Vermont, talc and serpentinite are mutually exclusive. Dr. Chidester testified that he had personally been at the talc mine in Johnson, Vermont and, based on his personal observations and testing, all of the serpentinite at the Johnson mine had been changed to talc and magnesite. He never observed any asbestos at the

-8-

Johnson mine and never saw any asbestos in any of the samples that he took from the Johnson mine and subjected to microscopic analysis..


WILLIAM H. ASHTON

Sworn to before me this
8th day of May, 1989


Notary Public

MARGARET M. NAGY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 18, 1991

EXHIBIT A

A STUDY OF WORKERS EXPOSED TO TALC AND OTHER DUSTING COMPOUNDS IN THE RUBBER INDUSTRY*

WARREN L. HOGUE, JR. AND FREDERICK S. MALLETT

Firestone Tire and Rubber Company, Akron, Ohio

TALC and similar minerals are widely used in industry. In the Mineral Yearbook Johnston and Barsigian (1) report that in 1946 over 450,000 short tons of domestically produced talc, pyrophyllite, and ground soapstone were consumed, of which 77 per cent was utilized in five industries—paint, rubber, roofing, ceramics, and insecticides. The paint industry alone used 23 per cent of the total.

CHEMICAL COMPOSITION

One should note that the above-mentioned report groups talc with materials of like commercial applications rather than with those of mineralogical or chemical similarity. Actually talc is a hydrous magnesium silicate with the formula $Mg_3Si_2O_5(OH)_2$. Other minerals which have similar uses are: pyrophyllite, a hydrous calcium magnesium silicate, $Ca_2Mg_3Si_4(OH)_2$; serpentine, a hydrous magnesium silicate, $Mg_3Si_2O_5(OH)_2$; and dolomite, a calcium magnesium carbonate, $CaMg(CO_3)_2$. Tremolite, frequently found in nature with talc, has a fibrous variety which is used to some extent as asbestos (2). Soapstone is the granular to cryptocrystalline form of talc.

Apparently the physical characteristics of all these materials are so much alike that they may be used in almost identical applications and therefore are designated commercially as talc. Schulz and Williams (3) pointed out that "talc as used industrially generally refers to a substance which meets certain physical requirements rather than one which has a definite chemical composition." In an examination of 71 analyzed samples they found extreme variation in composition.

PHYSIOLOGICAL EFFECTS

In general, most silicates of this kind were considered harmless until 1933 when Dreesen (4) studied conditions in tremolite mines and mills. He found dust exposures averaging as high as

1,440 million particles per cubic foot in pneumatic drilling operations and as low as 4 million outside the mill proper. He reported that "in only three cases (5%) were the X-ray findings within the limits of normal; 38 (67%) showed evidence of an early or first-stage pneumoconiosis." Only one case—that of an individual who had been in the tremolite mills for over 40 years—had fibrosis advanced beyond the first stage. Dreesen concluded that the resulting pneumoconiosis was not disabling.

In 1935 Dreesen and Dalla Valle (5) reported dust concentrations varying from 32 to 1,672 million particles per cubic foot in two Georgia mills. Among 66 workers examined, they found 8 having advanced pneumoconiosis with disability and 14 having roentgenographically demonstrated slight pneumoconiosis without disability. The dust was found, by analysis, to consist chiefly of soapstone, but it also contained 10 per cent tremolite. The authors stated that the dust of the Georgia mills appeared to be more injurious than that reported by Dreesen (4). However, the study made in Georgia showed much higher concentrations of the dust. Furthermore, quite a few of the miners had worked in hard rock, although only 6 out of 13 showed pneumoconiosis stage I.

Eason, Trice, and Carpenter (6) reported pulmonary fibrosis among miners and millers of pyrophyllite, characterized roentgenographically by massive tumor-like shadows bilaterally situated in the subapical region or by granular densities distributed throughout the lungs. Of 101 workers, 35 per cent of those with two or more years of exposure showed evidence of pathologic changes in the lungs. The pyrophyllite dust contained from 25 to 35 per cent quartz.

Porro, Patton, and Hobbs (7) found 13 cases of pneumoconiosis in two tremolite mines and mills in New York State. According to them, the composition and concentrations of the dust were the same as those reported by Dreesen (4), who had previously surveyed one of the plants. Non-disabling pulmonary fibrosis was found in almost

* Presented at the Annual Meeting of the American Industrial Hygiene Association, Detroit, Michigan, April 5-8, 1949.

all of the workers examined. Of the 15 patients, 7 were known to have worked in other types of mining operations. Dyspnea was an almost universal complaint, and several patients had cyanosis and club fingers. In all of those tested with a spirometer, vital capacity was very low (35-52 per cent). In the 5 postmortem examinations asbestosis bodies were a fairly frequent finding in lesions of the lungs. This may not be puzzling when it is recalled that tremolite is characteristically fibrous.

Further studies in tremolite mines and mills of northern New York by Siegal, Smith, and Greenburg (8) disclosed 32 cases of advanced fibrosis in a group of 221. Dust counts in the mines varied from 6 to 5,000 million particles per cubic foot in milling. The talc was of the asbestine variety and was mingled with tremolite and anthophyllite. The fibrosis tended to be disabling and was frequently accompanied by dyspnea, cough, and fatigue.

Prompted by these reports and by proposals for the inclusion of a limit for talc among dust hazards in certain state codes (9, 10, 11) we made a study in two rubber plants where workers had been exposed to talc and other dusting compounds for periods as long as 36 years. Talc dusting experiments were made on laboratory animals, the results of which will be reported in a separate communication.

DUSTING RUBBER

As rubber is naturally tacky, it must be coated with a lubricant to keep it from sticking together. Many materials are used, both in the wet and the dry state, for this purpose. Among them are talc, pyrophyllite, mica, clay, walnut shell dust, corn starch, whiting, et cetera. Operations employing these materials in the dry state tend to be very dusty. In recent years control ventilation has reduced the concentrations of the dusts, but there are still operations, especially of an intermittent or temporary nature, which it is difficult or impractical to control. In these operations dust respirators must be relied upon for protection.

For the past six years periodic dust surveys have been made of several processes in the manufacture of inner tubes and in the reclaiming of rubber. The occupations in which talc was the only dust to which workers were exposed were those of tuber operators, tube bookers, tube cure men, and liner rerolling. Those jobs in which the major exposure was to whiting and the minor to

talc (in the past, to pyrophyllite) were those of refiner operators, strainer operators, mill men, truckers, slab checkers, and shipping laborers. The results of the surveys have been averaged for the period 1943 to 1948 and are presented, together with the number of years of total exposure of the various occupations, in tables 1 and 2. It must be emphasized that before the installation of control ventilation the dust concentrations were probably much higher.

TABLE 1
AVERAGE DUST CONCENTRATION AND PERIOD OF EXPOSURE FOR WORKERS IN TALC

WORKERS EXPOSED	YEARS OF EXPOSURE	MILLIONS OF PARTICLES PER CUBIC FT.
6 tube machine operators.....	20-34	20
3 tube bookers.....	32-36	35
10 tube cure men.....	10-34	15
1 liner reroller.....	14	50

TABLE 2
AVERAGE DUST CONCENTRATION AND PERIOD OF EXPOSURE FOR WORKERS IN WHITING, PYROPHYLLITE, AND TALC

WORKERS EXPOSED	YEARS OF EXPOSURE	MILLIONS OF PARTICLES PER CUBIC FT.
13 refiner operators.....	13-23	50
3 strainer operators.....	15-25	75
1 mill man.....	24	50
1 trucker.....	20	30
1 slab checker.....	23	50
1 shipping laborer.....	24	150

DUST COMPOSITION

The dusting compound used in the tube operations and in rerolling liners is a pure talc from a deposit near Johnson, Vermont, and contains no free silica, tremolite, chrysotile, chrysotile, or actinolite. It has the following composition:

Talc Analysis

Silicon dioxide.....	34.86%
Ferrous oxide.....	6.30
Aluminum oxide.....	1.22
Manganese oxide.....	0.09
Sodium oxide.....	0.53
Potassium oxide.....	Trace
Combined water.....	6.17
Carbon dioxide.....	15.10

Whiting (calcium carbonate) is the principal compound for dusting reclaimed rubber. Until about six years ago pyrophyllite containing 65 per cent free silica was used for certain stocks, but since that time talc has been used for these special applications, but the use of both compounds amounted to only about 10 per cent of production.

CLINICAL INVESTIGATION

The two groups of workers included in this study were specially selected for type and length of exposure. Only those with the longest and heaviest exposures were included. Complete physical

posed of 20 men who had been exposed to talc alone for periods ranging from 10 to 30 years. All of the men were working at the time of the study and were in apparent good health. None of them presented any symptoms referable to the lungs, such as dyspnea, cough, or shortness of breath. None had clubbing of the fingers or cyanosis. Only one member of this group had subnormal (71 per cent) vital capacity. This finding can perhaps be explained by the presence of an enlarged heart, as determined by the Hodges-Evster formula.

In this group the roentgenographic findings were either completely normal or showed only

TABLE 3
PHYSICAL EXAMINATION, VITAL CAPACITY DETERMINATIONS AND CHEST ROENTGENOGRAMS ON WORKERS EXPOSED TO TALC

WORKER	AGE	YEARS OF EXPOSURE	BILLION OF PAGES PRODUCED	HEART PERIMETER	VITAL CAPACITY	HEART	CHEST ROENTGENOGRAMS	REMARKS
117R	62	25	20	144/92	86%		Negative	
118R	62	30	35	152/80	105%		"	
119R	53	24	20	112/68	119%	+10	"	Coal miner—10 years
126R	49	31	35	132/78	122%		"	
140R	53	25	20	142/82	71%	+17	"	
251R	50	30	15	142/80	112%		"	
196R	51	20	20	160/80	94%	Normal	"	
167R	62	36	35	120/80	95%	"	"	Coal miner—11 years
187R	49	30	15	140/70	94%		"	
215R	49	32	15	130/80	118%		"	
186R	49	25	15	124/80	107%		"	
246R	51	10	15	110/70	121%		"	
209R	47	32	15	95/65	86%		"	
207R	52	31	15	112/80	102%	Normal	"	
17R	58	27	15	140/95	118%		"	
287R	50	24	20	138/78	116%	Normal	"	Coal miner—15 years
206R	57	34	20	194/94	83%		"	
200R	43	14	50	104/71	105%		"	
202R	51	19	15	110/65	93%		"	
286R	39	18	15	120/55	114%		"	

examinations, including blood counts, urinalysis, blood pressure readings, and vital capacity determinations, were made. For the latter tests the Scott-McKesson apparatus was employed, and readings below 85 per cent were considered indicative of disease of the heart or the lungs. Roentgenograms of the lungs were made on 14" x 17" films and interpreted by a qualified radiologist with considerable experience in the diagnosis of pneumoconiosis.

TIRE WORKERS

Physical and Roentgenographic Examinations

The first group, presented in table 3, was com-

posed of 20 men who had been exposed to talc alone for periods ranging from 10 to 30 years. All of the men were working at the time of the study and were in apparent good health. None of them presented any symptoms referable to the lungs, such as dyspnea, cough, or shortness of breath. None had clubbing of the fingers or cyanosis. Only one member of this group had subnormal (71 per cent) vital capacity. This finding can perhaps be explained by the presence of an enlarged heart, as determined by the Hodges-Evster formula.

RECLAIMING RUBBER WORKERS

Physical and Roentgenographic Examinations

The second group, presented in table 4, was composed of 20 men with a major exposure to whiting and minor exposures to pyrophyllite and talc. The exposure periods of this group ranged from 10 to 25 years. All of these men were also working at the time of the study, and none complained of or presented symptoms referable to the lungs, such as dyspnea, cough, or shortness of breath. No clubbing of the fingers nor cyanosis was noted.

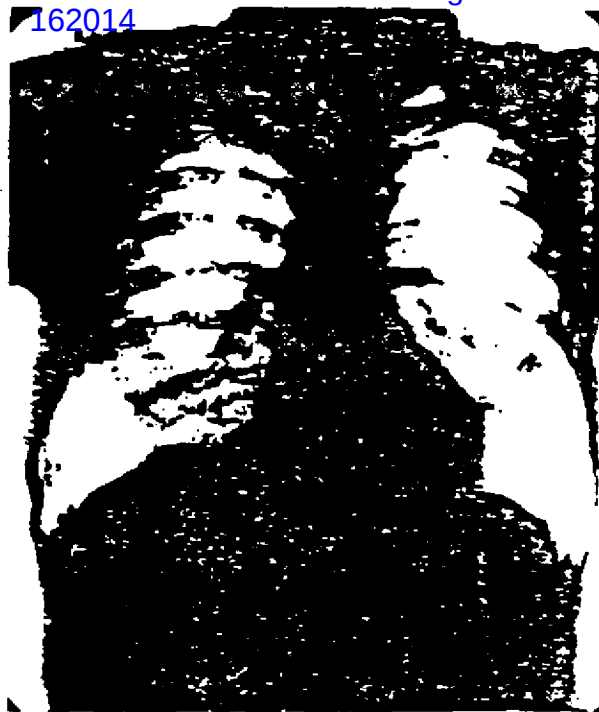


FIG. 1. This man is 62 years old and has worked in the rubber industry for 36 years with an average exposure of 35 million particles per cubic foot. His vital capacity was 95 per cent. These lungs show only truncal accentuation of the lower lobes.

TABLE 4
PHYSICAL EXAMINATION, VITAL CAPACITY DETERMINATIONS AND CHEST ROENTGENOGRAMS OF WORKERS EXPOSED TO WILFING, PYROPHILITE, AND TALC

WORKER	AGE	YEARS OF EXPOSURE	MILLIONS OF PARTICLES PER CU. FT.	HEARD FREQUENCY	VITAL CAPACITY	HEART	CHEST ROENT GENOGRAM	REMARKS
229R	55	23	50	160/100	71%	+17	Negative	Previously coal miner
244R	62	15	0	158/86	68%	+25	"	"
228R	47	24	50	104/56	85%	Normal	"	"
953R	49	24	150	132/90	68%	"	Pneumonocoincisis III	Coal miner—5 years
195R	51	23	50	124/90	116%	—	Negative	"
226R	59	24	50	140/70	99%	—	"	Coal miner—13 years
248R	54	10	75	130/90	98%	Normal	"	"
170R	42	13	50	120/70	123%	"	"	"
165R	49	20	50	130/80	73%	"	"	"
181L	48	20	50	112/62	110%	—	"	"
185R	64	18	50	180/98	101%	+10	"	Foundry—7 years
247R	54	20	50	160/85	119%	Normal	"	Coal miner—4½ years
234R	54	23	75	120/70	110%	"	"	"
231R	53	23	50	132/80	97%	"	"	"
232R	55	25	50	130/70	74%	+21	"	"
164R	61	14	50	142/95	97%	Normal	"	"
184R	55	25	75	110/65	106%	—	"	"
235R	55	24	50	175/100	94%	"	"	"
217R	57	20	30	165/95	94%	Normal	"	Coal miner—19 years
972R	55	23	50	182/120	56%†	"	"	"

* The subject was unsatisfactory—uncooperative.

† The subject was 5 feet 2½ inches in height and weighed 203 pounds.

Six had vital capacities considered subnormal; of these, 3 had enlarged hearts, as determined by the formula mentioned above.

In this second group only one chest roentgenogram showed abnormality, which was considered third-stage pneumoconiosis. The man also had lowered vital capacity, but he appeared to be suffering no disability. He had previously worked in the mining industry for five years. (See figure 2.)

exposures restricted to that mineral. In the New York mines and mills the dust was composed of equal proportions of tremolite and talc. Porro *et al* (7) published illustrations contrasting the fibrous structure of tremolite with the granular nature of talc. In the Georgia studies the dust was principally soapstone, a form of talc, but also contained 10 per cent tremolite. The dust in the North Carolina studies was not talc but pyrophyllite and,



FIG. 2. This man is 49 years old and has been employed in the rubber industry for 24 years with an average exposure to pyrophyllite and whitening of 150 million particles per cubic foot. He worked in coal mines for a period of five years. His lungs show well-advanced pneumoconiosis diagnosed as grade III. His vital capacity was 68 per cent. In spite of the well-advanced pneumoconiosis and lowered vital capacity, he showed no disability. His work record shows that he has lost only three weeks from illness over the past 24 years.

Another group of 16 men engaged in the same rubber processes but with shorter exposure periods were examined in the same manner. All chest roentgenograms were normal.

The producer of the talc discussed in this study stated that periodic roentgenographic examinations among his employees have failed to reveal any changes due to talc (12).

Discussion

Previous publications reporting talc as a cause of disabling pneumoconiosis do not present

furthermore, contained from 25 to 35 per cent quartz!

In an excellent discussion of the entire matter Penckergass and Robert (13) stated "... the occurrence of an asbestosis-like reaction following prolonged exposure to talc would seem unlikely. Further controlled investigation, designed to eliminate the possible complicating factors of quartz-contaminated dust and infection, is, however, imperative before concluding with finality that the roentgen changes are the reflection of a specific and progressive fibrosis, and that talc is the sole

etiologic agent in their production. In this regard, it seems quite probable that the described co-existent nodulation may be silicotic in origin. In the reported autopsy cases there had been other opportunities for the inhalation of dusts presumably contaminated with silica, and in the mining of talc itself similar exposures have not been excluded."

SUMMARY AND CONCLUSIONS

1. A review of the literature indicates that dust exposures producing pneumoconiosis allegedly due to talc were not restricted to that mineral alone, as tremolite, pyrophyllite, and even quartz were also involved.

2. Physical examinations and chest roentgenograms of a group of 20 men exposed to talc dust (hydrous magnesium silicate) for periods ranging from 10 to 36 years in rubber inner tube produc-

tion were normal for men of their age group and urban industrial environment.

3. Similar examinations of another group of 20 men exposed for periods ranging from 10 to 25 years to whiting (calcium carbonate), with minor exposures to pyrophyllite (63 per cent quartz) and to talc, in rubber-reclaiming operations disclosed all to be normal except one whose condition was diagnosed as pneumoconiosis stage III. This man had the highest dust exposure in the two groups (150 million particles per cubic foot) and had a previous occupational history of five years in mining.

4. The findings of the present study indicate that long exposure to talc does not appear to produce pathologic changes in the lungs.

5. Proposals that limits for silicate minerals be added to lists of maximum allowable concentrations should include careful definition of chemical and mineralogical composition.

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EXHIBIT B



GEOLOGICAL SURVEY CIRCULAR 95

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TALC INVESTIGATIONS IN VERMONT PRELIMINARY REPORT

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TALC INVESTIGATIONS IN VERMONT PRELIMINARY REPORT

ABSTRACT

Commercial talc deposits in Vermont are derived from ultramafic igneous rocks confined chiefly to a narrow belt that extends northward through the central part of the state from Massachusetts to Canada. This belt forms part of a more extensive belt that may be traced from Alabama to Newfoundland.

Bodies of ultramafic rock occur in phyllites, schists, gneisses, greenstones and amphibolites. Most of the ultramafic rocks are emplaced in or near greenstones or amphibolites. Knowledge of the regional structural and stratigraphic relations of the belt is incomplete, but in general the country rock forms a homoclinal sequence and exhibits little repetition of formations by folding.

The ultramafic bodies range in width from a few feet to about a mile, and in length from less than 100 feet to at least $3\frac{1}{2}$ miles. They are of two types. Most of them, referred to here as the verde antique type, are completely serpentinized and more or less extensively steatitized. The second type, with which no commercial talc deposits are known to be associated, consists of partly serpentinized dunite or peridotite and minor pyroxenite, and commonly contains more or less chrysotile asbestos; this type occurs in one or two localities in southern Vermont and in several localities in northern Vermont. The mineral assemblage associated with the verde antique type of body reflects the effects of regional metamorphism alone, whereas the country rock bordering some bodies containing peridotite and dunite also reflects contact metamorphic effects attributable to the ultramafic intrusive.

The typical ultramafic body of the verde antique type contains steatite and grit, (a mixture of talc and carbonate at the margins), and a core of serpentinite. The steatite zone, at the outer border of the body, commonly ranges from a few inches to a few feet in thickness. The grit zone, between the steatite and serpentinite zones, is commonly several feet to a few tens of feet thick. There are, however, all gradations from ultramafic bodies formed almost entirely of serpentinite to bodies made up exclusively of grit and steatite. Inclusions, septa, and tongue-like projections of wall rock, which range widely in size, are common in the talc deposits; they are called "cinders" by the miners.

The structural features of the ultramafic rocks contrast rather markedly with those of the country rock. Serpentinite and grit show local schistosity that varies from poor to good, and steatite commonly exhibits a good schistosity. Some ultramafic masses appear to be folded. A layering or banding of undetermined origin is conspicuous at a few localities. Most serpentinite bodies are made up of rather distinct blocks of massive serpentinite as much as several feet across, termed shear polyhedrons, surrounded by thin, irregular layers of slickensided serpentinite. This feature contrasts markedly with the structural features

of the country rock; it may be interpreted in several ways, but suggests that the serpentinite was intruded in solid state. Minor faults are found in a few ultramafic bodies. Current general conceptions of the metamorphism, serpentinization, and steatitization of the ultramafic bodies are stated briefly; a definitive statement of the genesis of the ultramafic rocks is not attempted.

It is inferred from the wide distribution of localities in which ultramafic rocks are found and the general prevalence of steatitization at those localities, that the talc reserves in Vermont are large. The geographic positions of 145 localities are indicated. Suggestions for exploration and further geologic study are made.

INTRODUCTION

Commercial talc deposits, with a few exceptions, fall into two classes: those derived from or very closely associated with ultramafic igneous rocks and those formed from carbonate rocks of sedimentary origin. In commercial usage of the term pyrophyllite, whose properties are similar to those of talc, is commonly included with talc. Nearly all of the talc deposits in Vermont, and all of those of economic value in the state are of ultramafic origin.

Talc deposits related to ultramafic bodies were formed by the metamorphism and alteration of the ultramafic rocks, accompanied by minor steatitization of the country rock. Although such talc deposits are commonly in or closely associated with highly serpentinized ultramafic bodies, it is generally recognized that the processes of serpentinization and steatitization are unrelated and that serpentinization is an earlier process. Talc deposits derived from carbonate rocks are generally considered to have been produced by contact metamorphism of the carbonates where intruded by granitic rocks.

Talc derived from carbonate rocks is generally superior in "color" (whiteness) to talc associated with ultramafic rocks. But, many carbonate-derived deposits contain a large amount of tremolite which is undesirable in some talc products. Talc associated with ultramafic rocks commonly contains a relatively large amount of carbonate, and minor amounts of chlorite and serpentine, to which the generally inferior color of this type of talc is attributed.

Uses of Talc

Massive talc, called scapstone or steatite,¹ has peculiar properties, particularly softness,

¹ A. E. J. Engel (written communication, March 29, 1950) states: "In California, for example, several economic talc deposits of various size, purity, and value are formed as replacements of granite and other igneous types of igneous rocks. At Norwalk, Orange County, California, the talc (actually talc and serpentine) has formed as a replacement of granite, syenite, and nepheline."

² For a definition of these terms, as used in this paper, see p. 2.

hardness, impermeability, and high heat-resistivity, which have made it useful to man from very early times for making pipes, ornaments, and cooking utensils. Talc has a wide variety of uses in modern industry. 3/ Soapstone is sawed into crayons and pencils which are used in foundries to mark white-hot steel and in the garment industry to mark fabrics. Because of its resistance to acids, soapstone is used extensively for laboratory tables and sinks. Its refractory properties make it suitable for molds for such materials as iron and glass. Its dielectric properties make it suitable for insulators and base plates for switchboards. The pure, dense, crypto-crystalline variety of steatite known as "lava grade" is valuable because it can be machined into intricate forms and then heat-treated to great hardness with negligible shrinkage. 4/

The soft varieties of talc which are not suitable for sawing or machining are ground to various degrees of fineness for a great variety of industrial uses. Some of the products in which ground talc is used are: paper, toilet and pharmaceutical preparations, pottery and porcelain, rope and twine, wall plaster, paints, electrical insulation, textiles, linoleum and oil cloths, soaps, roofing papers, rubber, lubricants, foundry facings, glass, agricultural insecticides, pipe-coverings, leather, cement, asbestos shingles, candy, shoe polish, and crayons. Ground talc is used also to polish some articles of food, such as coffee and rice.

The talc deposits of Vermont furnish varieties suitable chiefly for grinding, but small quantities of material suitable for pencils to mark structural steel are produced as a by-product. The largest producer of talc in Vermont reports the following consumption data, in terms of percentages of total sales, for 1949. 5/

	Percent
Paper.....	30
Rubber.....	18
Textiles.....	2
Roofing.....	5
Paint.....	5
Ceramics.....	1
Cosmetics.....	0.5
Insecticides.....	23
Asphalt filler.....	13
Miscellaneous.....	2.5
Total.....	100.0

Preliminary maps available

As a result of the studies made by the U. S. Geological Survey in the period August 1944-November 1945, the following maps have been prepared and placed in open file:

The Johnson talc mine:

Geologic surface map, scale: 1 inch to 30 feet.
Geologic map of the 200-foot level, scale: 1 inch to 30 feet.

Structure sections, scale: 1 inch to 30 feet.

³For a more complete discussion of the uses of talc see Engel (1949, pp. 1035-1038) or Gilson (1937, pp. 382-400).

⁴For further discussion of the properties and uses of "lava grade" steatite see Engel (1949, pp. 1036-1037; also references cited in his bibliography, pp. 1039-1041).

⁵Quoted with permission of Eastern Magnesia Talc Co., Burlington, Vt.

The Waterville talc mine, preliminary map 3-221.
Geologic surface map, scale: 1 inch to 30 feet.
Underground mine, including geologic map and outline map of the underground workings, scale: 1 inch to 30 feet.
Structure sections, scale: 1 inch to 30 feet (3 sheets).

The Barnes Hill talc prospect, preliminary map 3-221.
Geologic surface map, scale: 1 inch to 30 feet.

The Vermont Talc Co. quarry, Windham, preliminary map 3-221.
Geologic surface map and structure sections, scale: 1 inch to 30 feet.

The Hammondsville talc quarry, preliminary map 3-221.
Geologic surface map and structure sections, scale: 1 inch to 30 feet.

The Rousseau talc prospect, preliminary map 3-221.
Geologic surface map and structure sections, scale: 1 inch to 30 feet; geologic map of the underground workings, scale: 1 inch to 30 feet.

The Mad River talc mine, preliminary map 3-221.
Geologic surface map, scale: 1 inch to 30 feet; geologic map of the underground workings and structure sections, scale: 1 inch to 20 feet.

The Carleton talc quarry, preliminary map 3-221.
Geologic surface map and structure sections, scale: 1 inch to 20 feet.

Copies of these maps, released as Strategic Minerals Investigations, Preliminary Maps, may be obtained by persons directly interested in the talc deposits upon application to the U. S. Geological Survey, Washington 25, D. C.

Scope of the report

The primary purpose of the report is to make available to interested persons the results of the work to date. The report is based almost exclusively on field studies and is chiefly a description of the structural relationships of the talc deposits. Interpretations based on laboratory data are not included as laboratory work is still in progress.

Acknowledgments

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The authors benefited from several days spent in the field with R. H. Jones and T. P. Thayer of the Geological Survey. Jones furnished unpublished information on the regional geology. M. R. Klepper and A. E. J. Engel of the Geological Survey read the manuscript critically and suggested numerous improvements.

Definitions of technical terms

The following technical terms have been variously used in the past by different geologists, and many are in common use among talc miners. Because some of the miners' terms are apparently peculiar to the Vermont talc industry and may not be known in other areas, the terms in this report are defined.

Ultramafic. -- The term is used throughout the report in a broad sense with reference to the igneous rocks peridotite, dunite, and pyroxenite and their derivatives. Thus the term ultramafic body refers to the unaltered igneous rock, the serpentinite, the grit, and that part of the steatite which is an alteration of the original igneous body.

Serpentinite. -- The term is applied to rocks composed essentially of serpentine, after the usage of Lodochnikov (1933, p. 145), Phillips and Hess (1936, p. 333), and Selfridge (1936, p. 501). However, no genetic significance is attached to the term, as is apparently done by Phillips and Hess. The term serpentine is used here only in the mineral sense; it is used by miners in the sense of serpentinite as defined above. Verde antique is a trade term for serpentinite intricately veined with carbonate, and capable of taking a high polish so that it is suitable for use as an ornamental stone. Ultramafic bodies composed entirely of serpentinite, grit, and steatite are referred to as the verde antique type, and the serpentinite of such bodies is similarly distinguished. 6/

Serpentinization is the process by which ultramafic igneous rocks were partly or completely altered to serpentinite. The term has no genetic significance as used here. The serpentinite zone includes the part of the ultramafic body that consists principally of serpentinite; it commonly forms the core of the verde antique type of ultramafic body.

Talc. -- The word talc is used here only in the mineral sense. Grit is a miners' term for a rock composed essentially of talc and carbonate. The grit zone is that portion of an ultramafic body composed almost entirely of grit; it lies between the serpentinite zone and the steatite zone. The term steatite

This application of the term verde antique type of serpentinite is somewhat more restricted than that of Bean (1936, pp. 1967-1974) who distinguished two principal types of serpentinite: the "verde antique (white weathering) type" and the "free-weathering type." The verde antique type of serpentinite as defined by Bean on the basis of weathering characteristics is found to some extent in ultramafic bodies that contain relatively large masses of unserpentinized dunite and peridotite, but is found principally in bodies that contain only serpentinite or the verde antique type. The commercial verde antique occurs only in the latter, and the term verde antique may be logically restricted to such intrusives for the purpose of designating a type of ultramafic body. We believe that this usage does not violate that of Bean in any essential way, inasmuch as the verde antique type of serpentinite as defined by Bean is overwhelmingly more abundant in the verde antique type of ultramafic body as defined herein. We believe that the classification of the ultramafic bodies on the basis proposed (see pp. 4-5) has greater genetic and practical merit.

is used in a broad sense to designate a rock that consists almost entirely of talc. The above and above definition is that there is practically no carbonate, chlorite may be more or less abundant.

The steatite zone is the portion of the ultramafic body and immediately adjacent altered country rock between the grit zone and the blackwall zone (see next paragraph) at the outermost edge of the ultramafic body. The term scandstone is restricted to steatite that is suitable for making sawn and shaped slabs. Pencil stock is a variety of scandstone with physical properties that make it suitable for "pencil" used in marking structural steel. Steatization is the term applied to the process by which an ultramafic rock is partly or completely altered to talc or talc and carbonate. No genetic significance is attached to the term.

Blackwall. -- The altered country rock at the outer border of the steatite zone is called blackwall by the miners. In the majority of deposits the blackwall is chlorite schist, but in a few it is talc schist. The blackwall zone is the altered part of the country rock between the steatite zone and the unaltered country rock; it lies outside of the ultramafic body.

Cinder. -- The term "cinder" is applied by miners to masses of schist within a steatite-grit body. Cinders may range in size from small fragments less than an inch across to very large tabular masses. In practice, any body of schist which is not demonstrating a part of the accepted hanging wall or footwall of a deposit is referred to as cinder.

Geographic distribution of the talc deposits

The talc deposits of Vermont are associated with ultramafic rocks that form part of a belt more than 2000 miles long, which extends from Alabama to Newfoundland. The belt lies in the terrane of crystalline rocks of the Appalachian Mountains.

In Vermont the ultramafic rocks are nearly all confined to a rather narrow belt that trends northwest through the central part of the state from Massachusetts to Canada. The belt is almost 25 miles wide at its northern end, but it narrows rather markedly southward so that south of the Winhook River it is not more than 5 miles wide except at the latitude of Plymouth, where it broadens to a maximum width of 10 miles. Plate 1 shows the location of all known ultramafic bodies in Vermont; their distribution indicates the pattern of the ultramafic belt.

Various meanings have been attached to the word "steatite" in geologic literature. Priority and general acceptance of the definition given here, but in some geologic literature and especially in writings on high-quality ceramic lands a different usage has evolved. The term "steatite" is used in the ceramic industry to denote a mass of compact and comparatively pure variety of talc which has met certain chemical and physical requirements for the manufacture of ceramics. U. S. Bureau of Mines, from study of commercial steatites, lists specifications of not more than 1.5 percent CaO , 1.5 percent Fe_2O_3 , 4 percent Al_2O_3 , and 5 to 10 percent non-talc minerals. These standards vary considerably, and some will accept as much as 8.5 percent CaO for certain uses (see Engel, 1949, p. 103). In this report, it is best to define "steatite" in a broad sense, and to apply such terms as "ceramic-grade steatite" or "technical-grade steatite" when it is desired to indicate a specific grade or type of steatite.

GEOLOGY

Most of the ultramafic rocks of Vermont occur in schists, phyllites, and greenstones on the east flank of the Green Mountain anticlinorium; but in the northern part of the state, north of the approximate latitude of the village of Johnson, several occurrences are known in similar formations west of the anticlinorial axis; for example, in Cambridge, Waterville, and Berkshire townships. C. R. Hitchcock and A. D. Hager (Hitchcock et al., 1861, pp. 539, 543, 788-789) report occurrences of both serpentinite and steatite in schists and gneisses in extreme eastern Vermont; these are apparently separated from those in the central part of the state by a broad synclinal belt of interbedded crystalline limestone and slate. Scattered occurrences of serpentinite, steatite, and quartz are found in comparable rocks throughout both New Hampshire and Maine (Hitchcock, C. R., 1878; Smith, Sabin, and Brown, 1907, pp. 8-9). Further knowledge of the regional relationships of the ultramafic rocks must await completion of areal mapping now in progress.

The country rock

Rock types

The country rocks of the ultramafic belt include phyllites, schists, and gneisses, with intercalated schistose greenstones and amphibolites that represent altered volcanic rocks, both tuffs and flows, and intrusive rocks, chiefly sill-like dikes. Most of the ultramafic bodies are emplaced in greenstone or amphibolite or in schist and phyllite in the immediate vicinity of greenstones or amphibolites. Mafic dikes formed after regional folding and metamorphism intrude the ultramafic rock and country rock at several localities. There are no known granitic intrusive rocks, other than small felsic dikes at a few localities, associated with the ultramafic bodies.

The ages of the various formation into which the ultramafic rocks are intruded are uncertain, but it is probable that they range from Cambrian to Lower or Middle Ordovician.

Structure

Knowledge of the structural relations in the ultramafic belt is yet far from complete. Throughout most of the belt the rocks are vertical or dip steeply east or west on the east limb of the Green Mountain anticlinorium. The strike ranges from slightly west of north to northeast and averages about north. Schistosity and bedding are nearly parallel or parallel in most places where bedding is recognizable. There is remarkably little repetition of beds in folds, but very small folds with amplitudes of a few inches are present almost everywhere throughout the belt. At some localities there are folds with amplitudes of tens or hundreds of feet, and in a few areas, as much as a mile. These reflect the regional structural pattern, particularly that of the Green Mountain anticlinorium. However, such large folds appear to be the exception rather than the rule.

This rather simple homoclinial structure passes in the vicinity of Chester township into broad

anticlinal arches and large steeply dipping folds. 3/ These structures, featured are important for the relatively greater width of the ultramafic in the latitude of Chester.

The ultramafic rocks

Composition and alteration

The original minerals of the ultramafic rocks have been nearly or completely altered at most localities, and only rare relics and ghosts of olivine and pyroxene remain. It is difficult or impossible to determine accurately the composition of the rocks as first emplaced. At several places in northern Vermont, however, and in at least one place in southern Vermont the ultramafic rocks are, at least in part, apparently unaltered (Bain, 1936, pp. 1963-1970). They apparently range from dunite, composed almost entirely of the mineral olivine, to pyroxenitic peridotite, in which the mineral pyroxene as well as olivine is abundant. Most of the ultramafic rocks were probably of peridotitic composition originally.

The ultramafic bodies may be divided into two types on the basis of absence or presence within each body of unserpentinized peridotite or dunite. Those that do not contain peridotite or dunite are called the verde antique type (see footnote on p. 3 for a fuller discussion). Those that contain unaltered peridotite and dunite correspond in a broad way to the red-weathering type described by Bain (1936, pp. 1972-).

All the commercial talc deposits in Vermont are associated with the verde antique type of ultramafic body, whereas none is known to occur in ultramafic bodies that are only partly serpentinized. On the other hand, cross-fiber asbestos appears to occur in appreciable quantities only in ultramafic bodies that contain unaltered dunite or peridotite, and is apparently rare or absent in the verde antique type. Small amounts of slip-fiber asbestos, commonly crystalline and altered, have been found in association with a few talc deposits and so have a few examples of what appear to be talc pseudomorphs after cross-fiber asbestos.

Several investigations of ultramafic rocks (Selfridge, 1936, pp. 497-498; T. P. Thayer, oral communication, August 1949) from widely separated regions, supplemented by incomplete petrographic studies made in connection with the current investigation in Vermont, indicate that the serpentine mineral in the verde antique type of ultramafic body is antigorite, whereas the serpentine mineral in serpentinite associated with unaltered dunite and peridotite is a non-asbestiform variety of chrysotile. 3/

³Thompson, J. B., Oral communication, September 1948.

⁴C. C. Selfridge (1936, pp. 498-499) defines the serpentine group of minerals as consisting of two mineral species, serpentine and antigorite. He considers chrysotile to be an asbestiform variety of the species serpentine.

Bain's conclusion that the "red-weathering" and "green-weathering" serpentinites are two genetic types (1936, pp. 1975-1979) may be interpreted to support the foregoing definition. He identifies the serpentine mineral in both types as antigorite, but presents no supporting data. It is commonly difficult to distinguish the serpentine minerals by optical characteristics (see Selfridge, 1936, pp. 494-496), and a red-weathering serpentinite may easily be mistaken for antigorite.

EXHIBIT C

Petrology and Geochemistry of Selected Talc-bearing Ultramafic Rocks and Adjacent Country Rocks in North-Central Vermont

By ALFRED H. CHIDESTER

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TALC-CARBONATE ROCK, STEATITE, AND TALC-CARBONATE VEINS

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TALC-CARBONATE VEINS

Talc-carbonate veins are exposed and accessible to observation only at the Waterbury mine locality, but were also encountered in drill holes at Barnes Hill. Veins identical in mineralogic composition, form, and structural relations have been noted in many other ultramafic bodies in Vermont, and those at the Barnes Hill locality are inferred to be similar.

The talc-carbonate veins are composed of dolomite and talc in roughly equal proportions, finely disseminated traces of magnetite, and small blebs of pyrite. The dolomite occurs in coarse, anhedral, white crystals from $\frac{1}{4}$ to $\frac{1}{4}$ inches across; the talc forms fan-shaped aggregates of pale-green translucent folia as large as 1 inch across. Carbonate is predominantly near the centers of the veins and talc at the borders, but the relationship is irregular and many exceptions to the general pattern occur. Masses of carbonate from the veins are irregularly embayed and pitted, and in thin section wedge-shaped masses of talc are seen to extend into the carbonate.

The talc-carbonate veins commonly are joint controlled, though some are very irregular. Where joint control is apparent, the joints dip rather gently, though the direction of dip is variable. In a few places, where two or three sets of joints form a conjugate system, only the gently dipping set has a talc-carbonate vein along it, and the other joints are unmineralized. Not all gently dipping joints, however, have talc-carbonate veins along them.

MINERALOGY, TEXTURAL FEATURES, AND PARAGENESIS

TALC

Optical data on talc are summarized in table 26. The talc at a given locality is uniform in index except for that in talc-carbonate veins and in pseudomorphs after chrysotile asbestos, which has an index from 0.001 to 0.004 lower than the average. On the other hand, talc from Barnes Hill has a consistently lower index than that from the Waterbury mine and Mad River localities; talc from Barnes Hill averages about $S=\gamma=1.585$, whereas that from both the Waterbury mine and Mad River localities averages about $S=\gamma=1.591$. Only a few measurements of the α index were made; they indicate a birefringence of about 0.044 to 0.048, but the measurement of α is not as reliable as that of $S=\gamma$. The optic angle ($2V$) is consistently small, but varies from 0° to 25° . However, determinations of $2V$ are not reliable because of the probable superposition of layers of talc with c axes parallel but with the other axes randomly oriented with respect to each other. Extinction is parallel, the optic sign negative, and the sign of elongation is positive. The talc is colorless in thin section.

Two chemical analyses of nearly pure specimens of talc are given in table 3 (mineral analyses 7 and 8). One of these (J-103), from the Johnson talc mine, Johnson, Vt., is included because specimens for chemical analysis of the pure mineral were not obtainable from the Mad River and Barnes Hill localities, and the specimen from the Johnson mine represents talc from the steatite zone of a purity not obtainable at the other deposits. It is of fine-grained pale-green talc that is distributed irregularly in the steatite in a branching veinlike pattern; no contaminating minerals are visible either megascopically or in thin section, but the analysis indicates the presence of small amounts of carbonate. Specimen W-83 is from a vein of coarse talc and carbonate. The only contaminating minerals are very small amounts of dolomite and traces of pyrite.

In addition to the chemical analyses of the mineral talc, there are two analyses of steatite (analyses 13 and 31) and three analyses of talc-carbonate rocks (analyses 21, 22, and 23). The steatite commonly contains only traces of dustlike particles of magnetite as visible contaminants, but locally small amounts of colorless chlorite occur also. The talc-carbonate rock specimens contain variable amounts of carbonate and small amounts of magnetite. By subtracting the appropriate amounts of oxides for the minerals other than talc in each rock, it is possible to approximate rather closely the chemical analysis of talc in each specimen.

The calculated formula compositions of the talc in each of the two analyses of the mineral and five analyses of steatite and talc-carbonate rock are given in table 3. Tables 33 to 34, and 43 to 47 show the calculated modes and the derivation of the formula compositions. The formula compositions calculated from analyses of steatite and talc-carbonate rock are not as accurate as those based on analyses of talc, but they probably represent closely the actual composition of the talc. In each case appropriate corrections were made for recognized contaminant minerals in the sample. No corrections were made for chlorite in W-23 because there was no basis for estimating how much, if any, is present. The slightly high content of (OH) and of R^{+2} plus R^{+3} suggests the presence of a small amount of chlorite; the amount, however, must be so small that it does not significantly affect the formula composition other than to make the (Al,Fe⁺) content appear very slightly higher than is actually the case. The very small amounts of K₂O and Na₂O in each analysis were ignored in making the calculations.

It is not known whether the Al and Fe⁺ indicated in the analyses substitutes directly for Mg by partial replacement of 3Mg for 2(Al,Fe⁺), or by coupled substitution for Si and Mg. Samples that contain very little alumina approach the ideal formula almost

EXHIBIT D

OCCUPATIONAL EXPOSURES TO NON-ASBESTIFORM TALC IN VERMONT

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INTRODUCTION

An environmental study of the Vermont talc mines and mills was undertaken in support of a concurrent epidemiological study of talc workers. Since geological studies dating from the early 1900's have shown that the Vermont talc deposits contain no asbestos and little quartz this population represents a group of talc workers employed in mining and milling operations who have no association with these two fibrosis producing minerals (Jacobs, 1914, 1918; Weiss and Boettner, 1967). Therefore, the intent of this study was to verify these geological reports by quantitating the personal dust exposures of these talc workers, and by identifying the mineral content of this "clean" talc ore.

MINERALOGY

Pure talc mineral is a hydrous magnesium silicate (Table 1) and consists of a brucite sheet containing magnesium ions sandwiched between two weakly held silica sheets (Hildick-Smith, 1976). This mineral is extremely soft and slippery, and has a hardness of 1 on the Mohs scale. However, as used industrially, the term "talc" refers to a mixture of minerals that meet certain physical requirements rather than one which has a fixed chemical composition (Brown, 1973). Industrial grades of talc (Table 2) usually contain chlorites which are sheet silicate minerals containing magnesium, iron, and aluminum, and carbonates which include magnesite, dolomite, and calcite. Quartz, iron oxides, serpentine (one of the minerals from which talc evolved) and tremolite may also be present. Since the constituents of industrial talc

TABLE 1. Some Chemical and Physical Properties of Talc

Talc: $3MgO \cdot 4SiO_2 \cdot H_2O$

Refractive indices: $1.54 - 1.6$

Specific gravity: $2.6 - 2.8$

Hardness (Mohs Scale): 1

Color: White or gray to apple green

Morphological varieties: Laminated and Fibrous

vary in their mineral and fiber content, the ensuing product has a considerable range in hardness and particle shape which contributes to its versatility.

TABLE 2. Some Minerals Found in Industrial Talc

Chlorite	$(\text{MgFe})_3\text{Al}(\text{AlSi}_3)\text{O}_{10}(\text{OH})_2$
Magnesite	MgCO_3
Dolomite	$\text{CaMg}(\text{CO}_3)_2$
Calcite	CaCO_3
Serpentine	$\text{Mg}_3(\text{Si}_2\text{O}_5)_2(\text{OH})_4$
Quartz	SiO_2
Tremolite	$\text{Ca}_2\text{Mg}_5\text{Si}_8\text{O}_{22}(\text{OH})_2$

FIELD STUDY

The three major Vermont talc companies were surveyed in the summer of 1975 and the winter of 1976. Bulk samples from representative milling and mining operations were collected and were analyzed qualitatively for their mineral constituents. A total of 312 personal respirable mass samples (118 in mines and 194 in mills) were taken using nylon, 10 mm cyclones at a flow rate of 1.7 lpm. Seventy percent of these samples were analyzed for free silica content by infrared spectrophotometry or x-ray diffraction (Cares et al., 1973). Fifty-seven parallel filter samples were taken for fiber determinations on 0.8 μm Millipore filters using phase contrast microscopy at X437 magnification and on 0.4 μm Nuclepore filters using scanning electron microscopy at X5000 magnification.

BULK SAMPLES

Bulk samples from the mines and mineral mixtures or products from the mills were obtained from each company. Each sample was ground, dried, and scanned qualitatively by x-ray diffraction (Table 3). For all the samples, talc and magnesite are found in major amounts, chlorite and/or dolomite are minor constituents, and dolomite, calcite, quartz, biotite, ankerite, chromite, oligoclase, or phlogopite may be found in trace quantities.

Quartz was present in trace amounts in 15% of these samples. Further analysis by NIOSH, which included petrographic microscope analysis, transmission electron microscopy, and x-ray diffraction with step-scanning, revealed no asbestos in these samples.

EXPOSURES TO NON-ASBESTIFORM TALC

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TABLE 3. Qualitative Analysis of Bulk Samples by X-Ray Diffraction

Source	Major (20-100%)	Minor (5-20%)	Trace (<5%)
Mine (37)	Talc Magnesite	Chlorite (Dolomite)	Dolomite Calcite Quartz Biotite Ankerite Chromite Phlogopite Oligoclase
Mill (20)	Talc Magnesite	Chlorite (Dolomite)	Calcite Quartz Phlogopite Biotite Dolomite

RESPIRABLE MASS SAMPLES

The personal respirable mass concentrations of the miners for the two sampling surveys are presented in Table 4. Companies A and B were working one mine, while Company C had three mines in operation in the summer and two mines during the

TABLE 4. Respirable Mass Concentrations of Vermont Miners

Company		Summer 1975			Winter 1978		
		(N)	GM	GSD	(N)	GM	GSD
			(mg/m ³)			(mg/mg ²)	
A	Underground Mine	(18)	0.8	2.1	(16)	0.5	2.1
B	Underground Mine	(18)	1.5	1.8	(23)	0.9	1.9
C	Underground Mine	(12)	0.8	1.9	(19)	0.7	1.8
	Walk-in Mine	(7)	1.2	2.2			
	Walk-in Mine				(6)	1.7	3.3
	Open Pit Mine	(2)	5.1	1.4			

GM - Geometric mean

GSD - Geometric standard deviation

N - Number of samples

winter survey. Table 4 shows that the highest dust concentrations in the underground mines occur at Company B. The ore in this mine is relatively hard, and the extensive drilling operations required to break apart the large boulders may account for the higher dust levels. There is no statistical difference between the dust exposures of the summer and winter surveys for the mines.

The respirable mass data of the millers for the summer and winter surveys are presented in Table 5. With the exception of Mill #1 at Company C, all the Vermont talc mills are large, barn-like, drafty structures heated by space-heaters. Despite the

TABLE 5. Respirable Mass Concentrations of Vermont Millers

Company	Shift	Summer 1975			Winter 1975		
		(N)	GM	GSD (mg/m ³)	(N)	GM	GSD
Company A	1st	(4)	1.7	1.6	(13)	1.7	1.9
	2nd	(6)	0.5	2.0	(3)	1.5	2.2
Company B	1st	(22)	1.8	1.8	(42)	1.8	1.6
	2nd	(12)	2.9	1.7	(16)	1.9	1.6
Company C							
	Mill #1						
	1st	(12)	0.9	2.4	(20)	1.1	2.8
	3rd	(3)	0.8	2.0	(4)	1.4	1.9
	Mill #2						
	1st	(11)	1.0	1.4	(8)	0.5	1.7
	2nd	(13)	0.8	1.5	(3)	1.1	1.5

¹p<0.5

²p<0.2

GM - Geometric mean

GSD - Geometric standard deviation

N - Number of samples.

winter closed-door policy, Table 5 shows that the dust concentrations were statistically different for only two shifts during the winter study. At Company B, the lower winter respirable dust exposures for the second shift may be caused by the severe weather conditions which forced the milling area employees to stay inside their acoustical booths whenever possible.

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Of the three companies, the millers at Company C have the lowest respirable dust exposures. The bagging area at Mill #1 was not operational in the summer, since most of the product is shipped in bulk. However, this area was sampled during the winter survey and may partially account for the slight increase in the mean dust exposures. Since only the bagging area at Mill #2 was operational during the winter survey, the mean exposures are lower than the summer data.

FIBER COUNTS

The carcinogenic potential and the hazards of asbestos exposures have been well documented. Also, several types of asbestos are known to be geological contaminants in talc ore. Since the accepted best index of exposure to asbestos requires counting the respirable fibers in the worker's breathing-zone, a problem arises in the methodology of distinguishing asbestos fibers from talc. Characteristically, talc has a tendency to curl and stand on its edge which may result in many erroneous counts by optical microscopy.

The latest USPHS/NIOSH method for counting asbestos fibers requires phase contrast microscopy at X400-500 magnification, and arbitrarily defines a fiber as a particulate with a length to width ratio of 3:1 or greater, and a maximum width and minimum length of 5 micrometers (Leidel et al., in press). This method is a crude determination of total fiber exposure because of the resolution limitations of optical microscopy. Most airborne asbestos fibers are less than 5 μ m in length, and those that are longer may have diameters too small to be resolved by phase contrast microscopy.

To compensate for the many controversies, our sampling protocol involved taking parallel fiber samples on Millipore (0.8 μ m) and Nuclepore (0.4 μ m) filters and quantitating the fibers by phase contrast microscopy and scanning electron microscopy. The fiber samplers were placed in the immediate vicinity of the worker, and a breathing zone sample was obtained without having the man wear the pumps. The Millipore filters were counted using the latest USPHS/NIOSH method at X437 magnification.

The evaluation of the corresponding Nuclepore filter by scanning electron microscopy at X5000 magnification allows one to morphologically distinguish rolled talc particles and talc shards from actual fibers. Fibers less than five micrometers in length may be counted by the higher magnification of this instrument, and the sample stage may be rotated to view a specific particle at various angles. Figures 1 through 7 represent scanning electron micrographs (SEM) of some Nuclepore filter samples showing rolled talc and elongated talc particles. Phase contrast magnifications cannot resolve the detailed morphology of these particles, and hence they would be erroneously counted as fibers.

Table 6 represents a partial list of fiber samples, and shows that by phase contrast microscopy the counts range from 0 to 60 fibers/cc. The parallel filters counted by SEM are greatly reduced and range from 0 to 0.8 fibers/cc. These concentrations are below the present time-weighted average (TWA) of asbestos which is 2 fibers/cc greater than five micrometers in length based on the phase contrast method. If the minimum length restriction is released, then the total fiber concentration for some of these samples changes slightly and ranges from 0 to 2.0 fibers/cc. Thus this SEM method provides a more realistic approach to fiber counting in the talc industry.

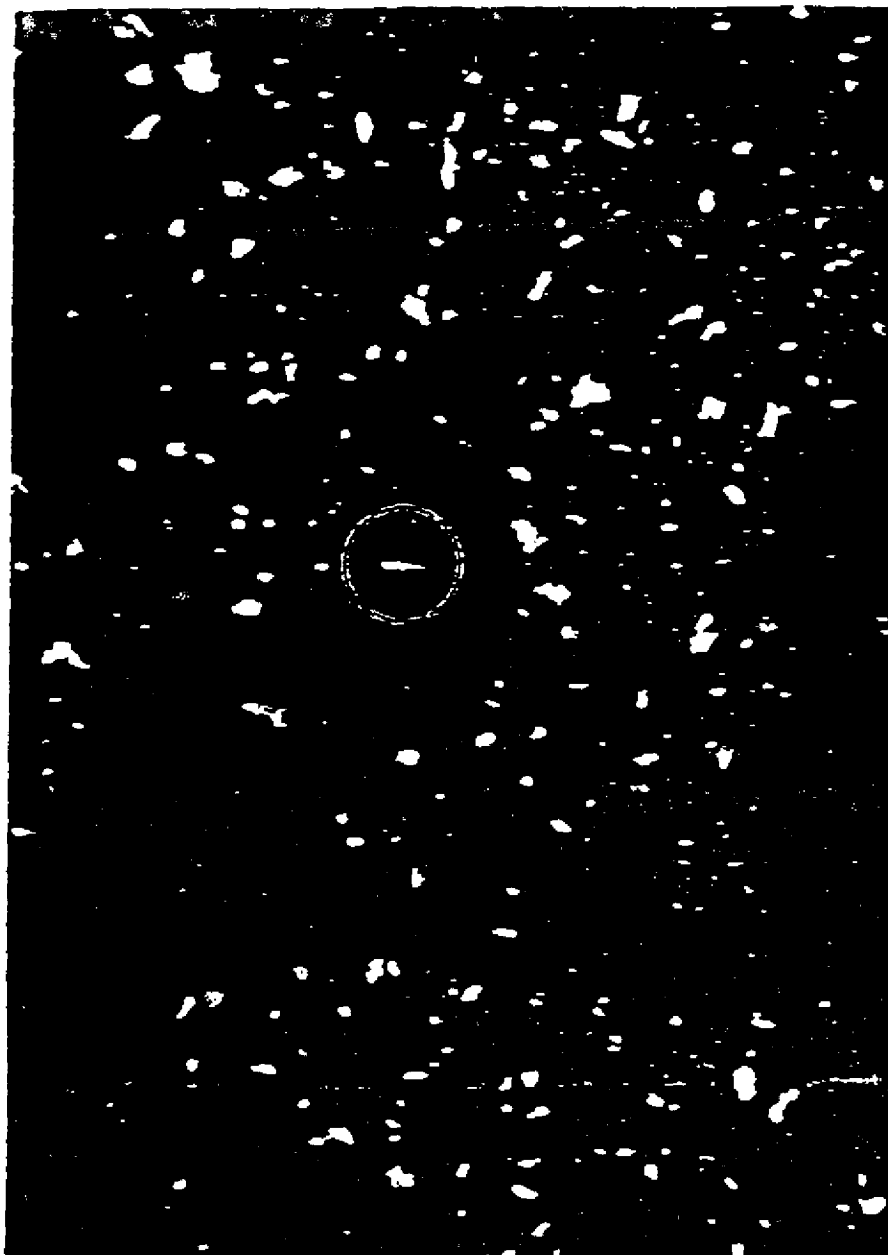


FIGURE 1. Scanning electron micrograph of a Nuclecore filter showing a counting field at X400 which is the magnification recommended for fiber counting by phase contrast microscopy. Notice the number of elongated particles that fit the definition of a fiber.

FIGURE 2
located in

EXPOSURES TO NON-ASBESTIFORM TALC

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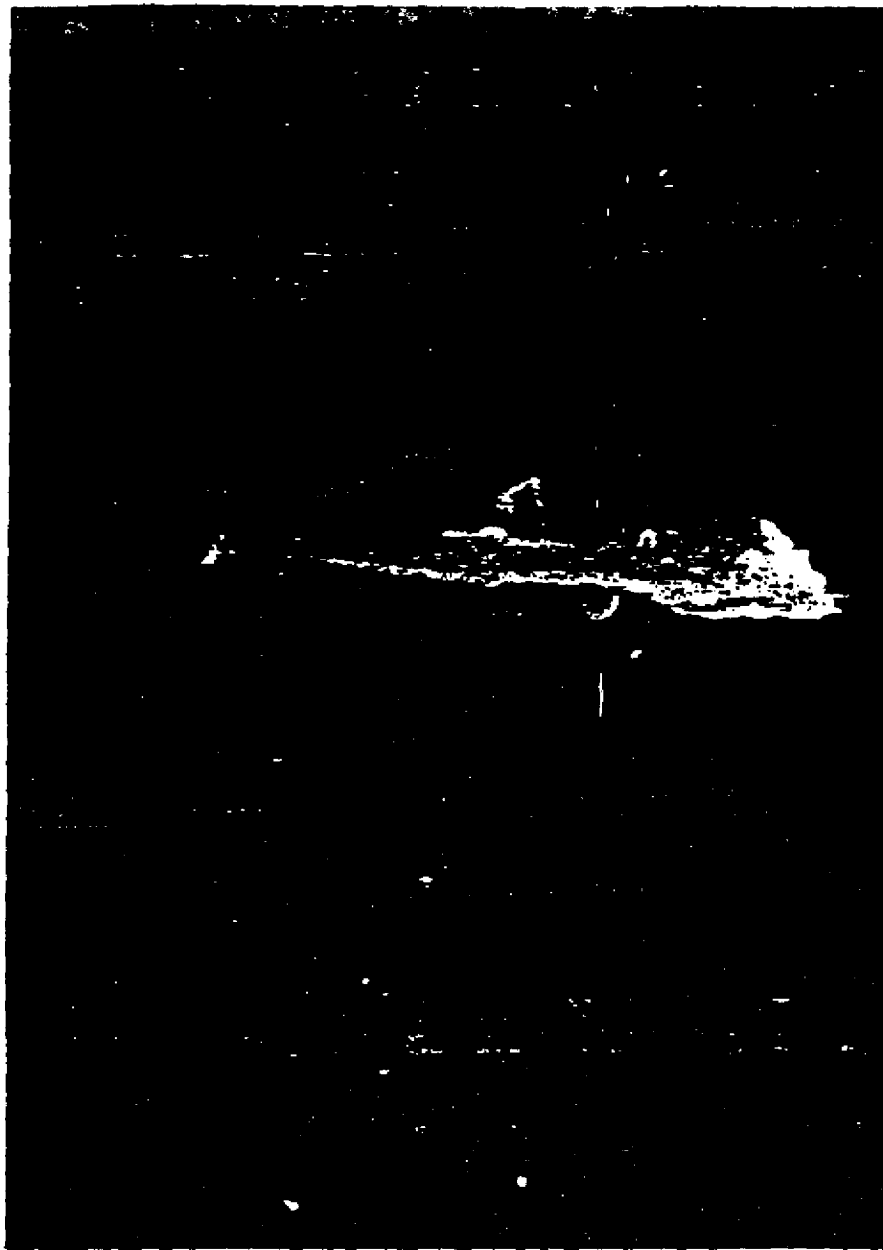


FIGURE 2. Scanning electron micrograph at X7000 magnification showing that the elongated particle located in the center of Figure 1 is morphologically not a fiber.



FIGURE 3. Scanning electron micrograph of one rolled talc particle at X12,000 which has curled on both sides to form a tube. At a lower magnification this particle would be counted as a fiber.



FIGURE 4. S magnification wr laminated feature



FIGURE 4. Scanning electron micrograph of an elongated particle standing on edge at X3500 magnification which might be considered as a fiber. By rotating the sample stage 90° (Figure 5), the terminated features of this talc particle can be seen.



FIGURE 5. (see Fig. 4 for legend).

EXPOSURES TO NON-ASBESTIFORM TALC

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FIGURES 6. Scanning electron micrographs showing that even some "fibers" are not immune from closer scrutiny. When the sample stage of the "fiber" in Figure 6 is rotated 50°, this "fiber" has the appearance as shown in Figure 7. These magnifications are X5,000 and X15,000 respectively.



FIGURE 7. (see Fig. 6 for legend).

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EXPOSURES TO NON-ASBESTIFORM TALC

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TABLE 6. Fiber Counts

Company	Location	Phase Contrast (fibers/cm ² > 5 μ m length)	SEM	SEM fibers/cm ²
A Mine	Bobcat area	3.8	0	0.3
	Drilling area	4.1	0	
	Crushing area	4.7	0	
	Bagger	63.5	0	
	Palletizer	7.9	0.7	
B Mine	Driller	0.8	0	
	Scraper	16.1	0.7	2.0
	Crusher	1.6	0	
	Bagger	6.0	0.8	
	Palletizer	4.6	0.3	
C	Underground Driller	0.6	0.3	
	mine Mucker	0	0.3	0.6
	Walk-in Mine Automatic Miner	7.5	0	
	Mill #2 Bagging Area	0.6	0.1	
	Palletizing area	1.7	0	

CONCLUSIONS

The Vermont talc industry was selected by NIOSH for both epidemiological and environmental surveys to establish a TWA dust exposure because this talc was believed to contain minimum amounts of quartz and asbestos. This environmental study characterized bulk samples from the three companies, and quantitated the talc workers' dust exposures. X-ray diffraction studies showed that the bulk samples contained major amounts of talc, and only trace amounts of quartz were found in 15% of these samples. Petrographic microscopy analyses, analytical transmission electron microscopy, and x-ray diffraction with step-scanning revealed no asbestos in the bulk samples.

The study further showed that SEM should be considered as an adjunct to the USPHS/NIOSH method when counting fibers in a dust environment. Phase contrast microscopy may suffice in an asbestos environment, but the resolution limitations of optical microscopy and the inability to distinguish rolled talc particles and talc "shards" from actual asbestos fibers will allow only a crude determination of the total fiber exposure.

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[illegible]

EXHIBIT E



Consultant Report to
Johnson & Johnson

ANALYSIS OF TWO TALC
SAMPLES BY SEM/EDS

24 September 1982

Submitted by:

EMV ASSOCIATES, INC.

Ethan J. Goldberg

Ethan J. Goldberg
Laboratory Director

John M. Wehrung E4

John M. Wehrung
Executive Vice President

ANALYSIS AND RESULTS

Two talc samples were examined for freedom from asbestos by scanning electron microscopy and energy dispersive spectroscopy (SEM/EDS).

The samples were designated as 100 mesh ore acid steeped (EMV #1) and ground ore at 100 mesh (EMV #2).

The samples were prepared by two methods. The first method involved placing a representative quantity of the powder onto double sided tape until a uniform dispersion of particles was obtained. The second method involved placing a representative quantity of powder into a beaker containing 20 ml of ethanol. This mixture was ultrasonically treated for 10 seconds to allow the powder to become suspended in the ethanol. The ultrasonic treatment was then stopped allowing for a density separation of the particles in the ethanol. The top layer of ethanol (which would contain the lighter asbestos particles, if present) was then filtered directly across a Nuclepore membrane (47 mm diameter, 0.2 μ m pore size). A 1 cm^2 region of the filter was trimmed and mounted on an SEM stub.

All samples were then coated with an evaporated layer of carbon for electrical conductivity.

The samples were examined at various magnifications (1000X to 10,000X) during the investigation with the SEM. Any fibrous particles encountered were identified by EDS analyses and an EDS spectrum was also obtained for typical talc particles. Total area viewed during the examination was approximately 0.5 mm^2 .

Results of the analysis on these samples are that no asbestos was detected. In addition, prismatic and blocky forms of tremolite were not detected.

Representative SEM micrographs and EDS spectra for typical areas observed are shown in Figures 1 and 2.



2000X

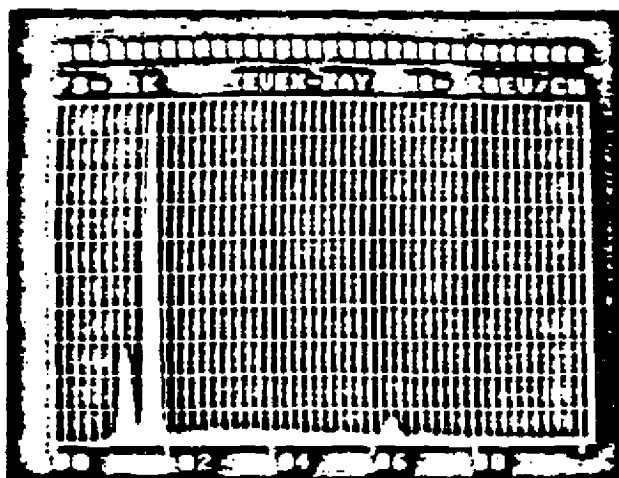


Figure 1. SEM micrograph of talc particles observed during the analysis of sample 100 mesh ore acid steeped (EMV #1). EDS spectrum is representative of particles encountered throughout the sample.



2000X

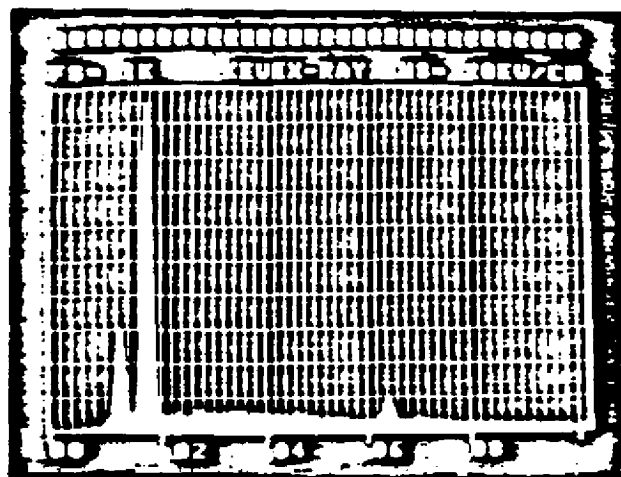


Figure 2. SEM micrograph of talc particles observed during the analysis of sample ground ore at 100 mesh (EMV #2). EDS spectrum is representative of particles encountered throughout the sample.

CERTIFICATE OF MICROANALYSIS FOR ASBESTOS

SAMPLE DESCRIPTION:

100 mesh ore acid steeped (EMV #1)
and ground ore at 100 mesh (EMV #2)

METHOD OF ANALYSIS: Qualitative physical and chemical characterization of fibrous material with the scanning electron microscope and energy dispersive x-ray analyzer.

RESULTS: No asbestos detected.

John M. Wehring
Analyst

9-23-82
Date

Ethan J. Goldberg
Ethan J. Goldberg
Laboratory Director

EMV ASSOCIATES INC



MICROANALYSIS LABORATORY
15825 Shady Grove Road
Rockville, Maryland 20850

EXHIBIT F




Consultant Report to
Johnson & Johnson

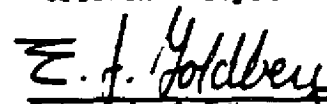
ANALYSIS OF ONE TALC
SAMPLE BY SEM/EDS

18 October 1982

Submitted by:

EMV ASSOCIATES, INC.


Leonard G. Burrell
Research Analyst


Ethan J. Goldberg
Laboratory Director

ANALYSIS AND RESULTS

One talc sample was examined for freedom from asbestos by scanning electron microscopy and energy dispersive spectroscopy (SEM/EDS).

The sample was designated as talc ore coded 529-162.

The sample was prepared by two methods. The first method involved placing a representative quantity of the powder onto double sided tape until a uniform dispersion of particles was obtained. The second method involved placing a representative quantity of powder into a beaker containing 20 ml of ethanol. This mixture was ultrasonically treated for 10 seconds to allow the powder to become suspended in the ethanol. The ultrasonic treatment was then stopped allowing for a density separation of the particles in the ethanol. The top layer of ethanol (which would contain the lighter asbestos particles, if present) was then filtered directly across a Nuclepore membrane (47 mm diameter, 0.2 μ m pore size). A 1 cm^2 region of the filter was trimmed and mounted on an SEM stub.

The sample was then coated with an evaporated layer of carbon for electrical conductivity.

The sample was examined at various magnifications (1000X to 10,000X) during the investigation with the SEM. Any fibrous particles encountered were identified by EDS analyses and an EDS spectrum was also obtained for typical talc particles. Total area viewed during the examination was approximately 0.5 mm^2 .

No asbestos was detected in this sample during the analysis. In addition, prismatic and blocky forms of tremolite were not detected.

A representative SEM micrograph and EDS spectrum for a typical area observed is shown in Figure 1.



2000X

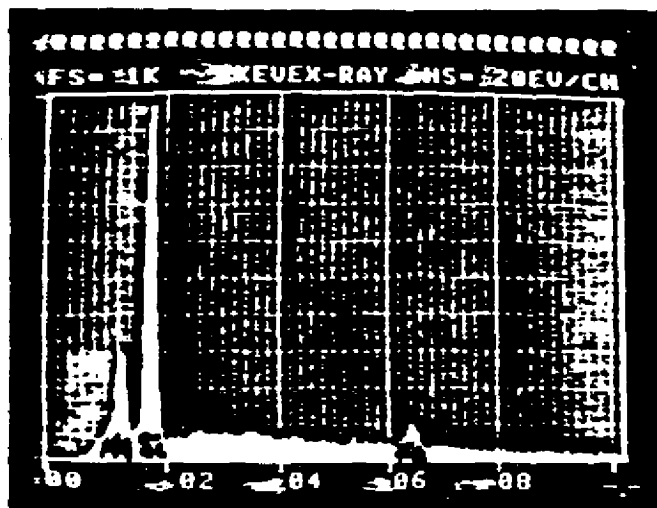


Figure 1. SEM micrograph of talc particles observed during the analysis of Johnson & Johnson sample 529-162. EDS spectrum is representative of particles encountered throughout the sample.

CERTIFICATE OF MICROANALYSIS FOR ASBESTOS

SAMPLE DESCRIPTION:

Talc ore 529-162

METHOD OF ANALYSIS: Qualitative physical and chemical characterization of fibrous material with the scanning electron microscope and energy dispersive x-ray analyzer.

RESULTS: No asbestos detected.

Leonard L. Bunell
Analyst

18 October 1982
Date

E. J. Goldberg
Ethel J. Goldberg
Laboratory Director

EMV ASSOCIATES INC



MICROANALYSIS LABORATORY
15825 Shady Grove Road
Rockville, Maryland 20850

EXHIBIT G

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

----- x
DAVID HOWARD WESTFALL IN HIS :
CAPACITY AS ADMINISTRATOR OF THE :
ESTATE OF THOMAS HOWARD WESTFALL :
AND HIS CAPACITY AS ADMINISTRATOR :
OF THE ESTATE OF BETTY E. WESTFALL, :
Plaintiff, :

v. :

WHITTAKER, CLARK & DANIELS, :
METROPOLITAN TALC COMPANY, INC., :
PFIZER, INC., WINDSOR MINERALS, INC., :
ITSELF AND AS SUCCESSOR TO EASTERN :
MAGNESIA TALC COMPANY, INC., AND :
OMYA, INC., ITSELF AND AS SUCCESSOR :
TO VERMONT TALC COMPANY, INC., :
Defendants. :

Civil Action
No. 79-0269

----- x
VIDEOTAPE DEPOSITION of ALFRED H. CHIDESTER, a witness
called on behalf of the Defendants, taken pursuant to the
Federal Rules of Civil Procedure, before Doris M. Jones,
Registered Professional Reporter and Notary Public in and
for the Commonwealth of Massachusetts, at the Offices of
Nutter, McClennen & Fish, 600 Atlantic Avenue, Boston,
Massachusetts, on Sunday, October 23, 1983, commencing at
10:15 a.m.

PRESENT:

Decof & Grimm (by R. Daniel Prentiss, Esq.),
One Smith Hill, Providence, Rhode Island 02903,
for the Plaintiff.

(continued)

1 an from Providence, Rhode Island and I represent
2 Dmya, Inc.

3 MR. PRENTISS: I am Dan Prentiss. I am
4 from the firm of Decof & Grimm in Providence and I
5 represent the plaintiff.

6 MR. LEIBENSPERGER: I would now like to
7 ask the court stenographer and court officer to
8 swear in the witness please.

9
10 ALFRED H. CHIDESTER
11 a witness called for examination by counsel for
12 the Defendants, being first duly sworn, was
13 examined and testified as follows:

14
15 DIRECT EXAMINATION

16 BY MR. LEIBENSPERGER:

17 Q. Sir, would you state your full name
18 please.

19 A. Alfred H. Chidester.

20 Q. And what's your home address?

21 A. 2427 Alsop, A L S O P, Court, Reston,
22 Virginia.

23 Q. Where are you employed?

24 A. U.S. Geological Survey.

1 Q. Are you married, sir?
2 A. Yes.
3 Q. Any children?
4 A. Three.
5 Q. Their ages?
6 A. Thirty-nine, 32 and 25.
7 Q. How long have you been employed by the
8 United States Geological Survey?
9 A. Thirty-nine years. I think. Just
10 about. Nearly 39 years.
11 Q. And what's your present position?
12 A. I am the associate chief of the Office
13 of International Geology.
14 Q. Would you tell us what the United
15 States Geological Survey is.
16 A. It's an organization that has the
17 responsibility to prepare topographic maps of the
18 United States, to assess the mineral resources of
19 the United States and the water resources.
20 Q. Is it a governmental agency?
21 A. Yes.
22 Q. Under what --
23 A. Department of the Interior.
24 Q. A federal government agency then?

1 A. Yes.

2 Q. Sir, where did you attend under-
3 graduate college?

4 A. Augustana College in Rock Island,
5 Illinois.

6 Q. And what year did you graduate?

7 A. 1942.

8 Q. And what degree did you receive from
9 Augustana College?

10 A. B.A. I think it was. A.B., whichever
11 it is.

12 Q. In what major please?

13 A. In mathematics.

14 Q. Now did you go on to any higher
15 education?

16 A. Yes, I went to graduate school at the
17 University of Chicago.

18 Q. And what degree did you receive from
19 the University of Chicago?

20 A. Ph.D.

21 Q. What year did you receive your Ph.D.
22 from Chicago?

23 A. It was granted in 1959.

24 Q. Did you spend some time in residence at

1 the University of Chicago?

2 A. Yes. A little over three years.

3 Q. And what were those years?

4 A. 1942 to 1944 and '45 to '48.

5 Q. Doctor Chidester, what was your first
6 full time employment in the field of geology? I'm
7 sorry, let me take a step back. I didn't ask you
8 what your Ph.D. was in at the University of
9 Chicago.

10 A. Geology.

11 Q. What was your first full time
12 employment in the field of geology?

13 A. My first full time employment was a
14 short -- about two months working on pegmatites in
15 New Hampshire. Then I transferred immediately
16 after that over to Vermont, working on the talc
17 deposits of Vermont.

18 Q. By whom were you employed?

19 A. Geological Survey.

20 Q. So your first full time employment was
21 the U.S. Geological and Survey and you have been
22 employed by them ever since; is that correct?

23 A. Yes.

24 Q. What year was it that you went to

1 Vermont and began working in the area of talc
2 deposits?

3 A. 1944.

4 Q. Did you develop a specialty or a
5 special area of interest within the United States
6 Geological Survey with respect to any particular
7 type of rock?

8 A. Yes, I specialized in the geology of
9 the ultramafic rocks with which talc is associated.

10 Q. You used the word ultramafic rock.
11 Would you tell us what that is please.

12 A. It's an igneous rock that consists of
13 minerals that are high in magnesium and iron.

14 Q. You use the word igneous rock. Would
15 you tell us what igneous is please.

16 A. It's a rock that at one time in its
17 history was molten.

18 Q. Such as -- well, molten meaning --

19 A. Melted.

20 Q. Melted. All right. Let's take a step
21 back then.

22 With respect to your starting
23 employment in the area of talc and that area of
24 interest, how many years did you spend with the

1 J.S. Geological Survey concerning yourself with
2 talc?

3 A. Actually in field mapping probably
4 about a total of 18 years.

5 Q. And where did this take place?

6 A. In Vermont and northern Massachusetts,
7 with considerable trips to other areas of
8 ultramafic rock though throughout the United
9 States.

10 Q. The primary area of your concentration
11 geographically was --

12 A. Vermont.

13 Q. Vermont?

14 A. And northern Mass.

15 Q. Okay. At some point in time in your
16 career at the United States Geological Survey did
17 you change into another area of interest other
18 than talc?

19 A. Yeah, I went into the lunar exploration
20 program.

21 Q. Lunar exploration?

22 A. Yes.

23 Q. And what year was that?

24 A. 1963.

1 Q. And would you tell us just very briefly
2 what you did with respect to that?

3 A. Well, I became involved in the manned
4 lunar exploration part of the lunar program and it
5 was training the astronauts in field geology.

6 Q. Where did you train the astronauts?

7 A. Oh, everywhere from Hawaii to Alaska to
8 Iceland.

9 Q. Would you give us the years inclusive
10 that you were involved with training the
11 astronauts?

12 A. 1963 to 1971.

13 Q. What was your title with respect to
14 this job position?

15 A. Well, it changed several times. It
16 started out as chief of the field training for
17 astronauts. Then I became the chief of the manned
18 lunar exploration branch of the Geological Survey
19 and then was chief of the Astrogeology Center in
20 Flagstaff, Arizona.

21 Q. Since 1970, Doctor Chidester, would you
22 tell us in a brief sketch what your area of
23 interest has been with respect to the United
24 States Geological Survey?

1 A. I have been primarily involved in the
2 international programs of the Geological Survey,
3 the coordination of those.

4 Q. And your present title is what?

5 A. Associate chief of the Office of
6 International Geology.

7 Q. And what does that entail, being
8 involved with the international programs?

9 A. Coordinating the activities of the
10 Geological Survey in cooperative research with
11 other countries throughout the world.

12 Q. At the present time are you getting
13 ready to travel outside the United States?

14 A. Yes.

15 Q. Where are you going?

16 A. South Africa.

17 Q. On whose behalf are you going to South
18 Africa?

19 A. The Geological Survey.

20 Q. Will you tell us what this trip is just
21 very briefly?

22 A. We have a cooperative program with
23 Australia, South Africa, Great Britain, West
24 Germany and -- the United States -- I knew there

1 was another one -- involving an assessment --
2 developing an inventory of the principal mineral
3 deposits throughout the world, exchanging
4 information amongst these participants on these
5 mineral deposits.

6 Q. With respect to this particular
7 conference, if I can use that word, in South
8 Africa, what is your title or role?

9 A. I am the chief of the U.S. delegation.

10 Q. And when do you leave? What date do
11 you leave for that trip to South Africa?

12 A. 26th of October.

13 Q. And what date do you come back from the
14 trip to South Africa?

15 A. November 17.

16 Q. Doctor Chidester, do you belong to any
17 professional societies?

18 A. Yes.

19 Q. Would you tell us what those are please?

20 A. The Geological Society of America,
21 American Mineralogical Society, the American
22 Geophysical Union, Sigma Psi. Let's see, there
23 must be a few others but those are the principal
24 ones.

1 Q. Now is the same true with the igneous
2 and sedimentary rocks? Does that occur over
3 millions of years also?

4 A. Ordinarily, yes.

5 Q. Now how is the rock talc formed?

6 A. Well, there are two principal kinds of
7 talc. That is, in terms of what it was formed
8 from. One is formed by the alteration of the
9 ultramafic rocks and talc is also formed by the
10 alteration of carbonate rocks like limestone.

11 Q. So of the two ways that talc is formed --
12 and you used the word alteration. Does that mean
13 change?

14 A. Change, yes.

15 Q. Over millions of years?

16 A. Over a considerable period anyway, yes.

17 Q. Hundreds of thousands of years?

18 A. Hundreds of thousands.

19 Q. All right. Of the two ways that talc
20 is formed, which way is talc formed in Vermont?

21 A. All the talc in Vermont that I am aware
22 of is formed by the alteration of ultramafic rocks.

23 Q. So the only thing we are concerned
24 about here today is the formation of talc from

1 what you call ultramafic rocks?

2 A. Yes.

3 Q. Would you tell us then what an
4 ultramafic rock is?

5 A. Ultramafic rock in the sense that we
6 are using it is -- those in Vermont anyway -- are
7 rocks that -- they were originally igneous rocks
8 and they consisted of two rock types in various
9 mixtures, dunite and peridotite.

10 Q. And then did something happen to those
11 rocks to cause them to change?

12 A. In Vermont they were -- most of the
13 ultramafic rock bodies are almost entirely or
14 entirely altered to serpentine. The rock name is
15 serpentinite but it's a rock consisting of the
16 mineral serpentine and talc. Talc rock, let's say.

17 Q. If I understand you, the peridotite
18 and the dunite over hundreds of thousands of years
19 in Vermont was altered to serpentinite; is that
20 correct?

21 A. Yes.

22 Q. What is serpentinite then?

23 A. It's a rock consisting primarily of one
24 or more of the serpentine minerals, commonly

1 antigorite, lizardite and chrysotile.

2 Q. Now what happens --

3 A. -- with minor accessory minerals.

4 Q. What happens to serpentinite that
5 causes a change to talc?

6 MR. PRENTISS: Objection.

7 Q. Let me rephrase the question.

8 My original question was how was talc
9 formed and you have talked about the formation of
10 serpentinite. What next happens in that process?

11 A. Under appropriate conditions of
12 temperature and pressure the serpentinite can
13 alter to talc or -- actually I use the term talc
14 rock in a loose sense. It's a rock consisting
15 either entirely of talc or a rock of talc and
16 magnesite.

17 Q. Would you describe for us the changes
18 or the affects to serpentinite that causes that
19 alteration or change?

20 MR. PRENTISS: Objection.

21 A. With the -- when carbon dioxide carried
22 in solution deep within the earth, deep within the
23 rock mass, rock pile, reaches the body of
24 serpentinite, it's altered under appropriate

1 conditions of temperature and pressure to talc and
2 magnesite.

3 Q. How long does that take?

4 A. Oh, I suppose that is a long continued
5 process.

6 Q. Well, in numbers of years?

7 A. Well, you know, it's really hard to say,
8 but hundreds of thousands to maybe a few million.

9 Q. Years?

10 A. Yes.

11 Q. Does talc have a specific structure to
12 it that can be identified?

13 A. Yes.

14 Q. Is that also true of serpentinite or
15 serpentine?

16 A. Yeah, there are three serpentine
17 minerals.

18 Q. Can you tell the difference between
19 those two things by looking at the structure?

20 A. Yeah. Talc and serpentine minerals are
21 quite easily distinguished.

22 Q. Doctor, we have talked up to now about
23 the rock talc and how talc was formed. I am going
24 to change the subject now. Would you tell us what

1 asbestos is?

2 MR. PRENTISS: Objection. You can
3 answer.

4 A. Asbestos in Vermont, the kind that we
5 are concerned with in Vermont that I have worked
6 with, is a form of serpentine called chrysotile
7 and it's formed in a body of serpentine rock,
8 serpentinite, by when it is fractured and material
9 moves -- these fractures are filled with a
10 solution, a fluid, mostly water, and the asbestos,
11 chrysotile asbestos grows into these fractures.

12 Q. Let me take a step back about the word
13 asbestos. What does the word asbestos mean? Is
14 that a rock, a mineral?

15 A. It's a particular -- it's a mineral
16 that has a particular shape really.

17 Q. Are there types of asbestos?

18 A. Yes.

19 Q. What types are there?

20 A. Well, the two basic principal divisions
21 are amphibole asbestos and chrysotile asbestos.

22 Q. Now of the two types of asbestos,
23 amphibole on the one hand and chrysotile on the
24 other hand, which of those kinds of asbestos is

1 Found in Vermont?

2 A. Chrysotile.

3 Q. Only chrysotile?

4 MR. PRENTISS: Objection.

5 A. It's the only kind mined and it's the
6 only kind that I have seen.

7 Q. And I think you said in answer to a
8 previous question that the chrysotile asbestos
9 derives from serpentine or serpentinite; is that
10 correct?

11 A. Yes.

12 Q. Would you describe for us what that
13 process is.

14 A. Under appropriate conditions of
15 temperature and pressure, when a fracture is
16 opened in the rock --

17 Q. Opened in what rock?

18 A. In the serpentinite or in the dunite.

19 Q. All right.

20 A. It can also form in a rock that is not
21 completely altered to serpentinite. In fact it's
22 generally in these large bodies that there is some
23 residual igneous ultramafic rock left that you get
24 the chrysotile asbestos. And under these

1 conditions material moves up from the wall rock
2 into -- because of the -- I want to avoid getting
3 too technical but it moves out into the wall rock
4 and forms fibers, hairlike filaments of chrysotile
5 that commonly are oriented normal or at a large
6 angle to the adjacent -- to the adjacent rock
7 bounding the fracture.

8 Q. Is chrysotile asbestos found only --
9 well, let me withdraw that question.

10 You mentioned a crevice or a vein
11 before?

12 MR. PRENTISS: Objection.

13 Q. What did you mean by that? A crevice
14 or vein in what?

15 MR. PRENTISS: Objection.

16 A. A fracture in the host rock.

17 Q. What is the host rock?

18 A. Serpentinite or dunite.

19 Q. What do you mean by fracture?

20 A. It's a -- well, it's a space in which a
21 rock opens up to form a void of appreciable length
22 and width and generally much smaller thickness.

23 Q. What occurs in that fracture with
24 respect to this forming of asbestos you have

1 talked about?

2 A. Because of chemical relations the
3 material from the rock bounding the fracture moves
4 out into the void and develops chrysotile asbestos.

5 Q. I think you said before that you find
6 veins of chrysotile asbestos in a host rock of
7 serpentinite or dunite; is that correct?

8 A. Yes.

9 Q. Do you ever find veins of chrysotile
10 asbestos in talc?

11 A. In a talc rock? No, I have never.

12 Q. Why not?

13 MR. PRENTISS: Objection.

14 A. Because the process by which the talc
15 was formed has changed the serpentine, all the
16 serpentine minerals to talc. So any asbestos that
17 may have been there in the first place is altered
18 to talc.

19 Q. How long does that take?

20 A. Oh, you know, hundreds of thousands to
21 millions of years again.

22 Q. Between serpentine or serpentinite and
23 chrysotile asbestos, which would alter first into
24 talc?

1 personally been at the Johnson mine in Johnson,
2 Vermont?

3 A. Yes.

4 Q. Would you compare the Johnson mine with
5 this average ultramafic body with respect to the
6 existence of serpentinite?

7 A. Yeah. The Johnson mine has virtually --
8 well, not -- not no serpentinite, but very little
9 serpentinite.

10 Q. Well, would you tell us with the
11 drawing you are looking at right now, with this
12 drawing, what happens to the serpentinite -- or
13 what happened to the serpentinite at the Johnson
14 mine?

15 A. Well, it all changed to talc and
16 magnesite.

17 Q. So that the area in the middle which is
18 serpentinite --

19 A. Like so.

20 Q. I understand. All right. Why don't
21 you have a seat again, Doctor Chidester, and let
22 me ask you a few more questions.

23 I think your earlier testimony was that
24 you spent from approximately 1943 or 4 to 1962

1 studying talc; is that correct?

2 A. Yes.

3 Q. Would you tell us, for example, in
4 Vermont just a description of what -- how many
5 mines, for example, you visited?

6 MR. PRENTISS: Objection.

7 Q. In those years of '44 to '62, how many
8 mines did you go to in Vermont?

9 MR. PRENTISS: Objection.

10 Q. Talc mines, I mean.

11 A. To virtually every talc mine.

12 Q. Which is how many approximately?

13 A. Well, at that time there were probably
14 four or five active and several that were shut
15 down.

16 Q. All right. And what did you do as part
17 of your job for the United States Geological
18 Survey with respect to looking at the talc mines?

19 MR. PRENTISS: Objection.

20 A. I would map the talc mine, collect
21 samples, analyze the samples and write a report.

22 Q. Would you tell us what it means to map
23 the talc mine?

24 A. Well, mapping a mine consists of two

1 phases. One, mapping the surface outcrop of the
2 rocks in which you plot the distribution of the
3 different rock types on a map and draw in the
4 boundaries between the different rock types and
5 make observations on the attitudes of the
6 boundaries between these rock types, the contacts,
7 and then the underground workings you do the same
8 only on a plot of the mine workings themselves.

9 Q. Now do you have to go into the mine
10 itself to do the mapping?

11 A. Yes.

12 Q. Would you tell us then what do you do
13 in terms of actually looking at things and putting
14 it down on paper? What's the process?

15 A. You take a plot of the mine workings,
16 which also includes in the mining activity they
17 actually drill -- make diamond drill holes ahead
18 of them to plan their mining so that they know the
19 distribution ahead of the talc rock.

20 So using this basic information you map
21 in the walls, the distribution of rock types in
22 the walls of the mine workings and make sketches
23 of the roof or anything else that is relevant to
24 collect samples for analysis.

1 Q. Now what do you do with the samples
2 that you collect?

3 A. Examine them with a hand lens and then
4 make a selection of samples that are
5 representative of different rock types and of the
6 different areas so that you adequately cover the
7 area of the mine and make thin sections for
8 microscopic study and select some for chemical
9 analysis.

10 Q. Now with respect to the Johnson mine in
11 Johnson, Vermont, did you have a direct experience
12 or were you personally there at the Johnson mine
13 at sometime?

14 A. Yes.

15 Q. Did you map Johnson mine?

16 A. Yes.

17 Q. Tell us when that was.

18 A. 194 -- the intensive period of mapping
19 was 1944 to 1945.

20 Q. When you say intensive period, would
21 you describe your day to day working.

22 A. Virtually we made a map of the surface
23 and then map of the underground virtually every
24 day, spent much of that period actually in

1 underground mapping and surface mapping.

2 Q. Since that time, 1945, have you been
3 back to the Johnson mine?

4 A. Yeah, I'd go back periodically after
5 1948 when I returned to Vermont to update the
6 mapping as they progressed in their mining.

7 Q. Approximately how many times after 1948 --
8 I guess commencing in 1948 did you go back to
9 update the mapping?

10 A. Oh, probably two, three, four times a
11 year.

12 Q. Through what year? What was the last
13 time you updated the mapping at the Johnson mine?

14 A. Probably in the mid-fifties.

15 Q. Was that your best memory? Can you
16 give us a year?

17 A. No, not really. I'd say probably
18 around '54, '55, something like that.

19 Q. Since 1954, 1955, have you gone back to
20 the Johnson mine for any purpose?

21 A. I would go back occasionally to take
22 foreign visitors who were interested in talc,
23 probably two or three, four times.

24 Q. Can you give us the years that you took

1 visitors back to the Johnson mine after 1954 to 1957

2 A. I'd say probably the last time would
3 have been in '61 or '62.

4 Q. Now with respect to the Johnson mine
5 mapping, did you take any samples from the Johnson
6 mine?

7 A. Yes.

8 Q. Would you describe for us how you took
9 samples, where you took them, and what you did
10 with the samples?

11 A. I took them out of the mine workings
12 themselves, the walls of the levels, out of the
13 stopes and particularly out of the stopes where
14 the principal -- where the ore is fully mined.

15 Q. You are going to have to tell us what a
16 stope is.

17 A. It's a large opening above a level
18 hallway, haulage way that is raised up along the
19 talc body, in the talc body, and they open this
20 out by various kinds of mining methods, and I'm no
21 mining engineer so I won't attempt to describe
22 them, so that it ends up as a very large opening,
23 maybe a hundred or more feet high, several hundred
24 feet long and 50, 60, 80, a hundred feet wide.

1 Q. Is this all underground?

2 A. Yes.

3 Q. So go ahead, tell us further where did
4 you take samples in the underground --

5 A. Throughout the mine really, wherever
6 there was a -- so that I had a good geographic
7 representation of the rocks as well as a good
8 selection of slight variations in rock type, both
9 of the country rock and of the talc body itself.

10 Q. Would you tell us how many samples you
11 took from the Johnson mine?

12 A. Oh, I would guess three, four, five
13 hundred.

14 Q. And what did you do with those samples?

15 A. After examining them by hand lens, I
16 selected probably a hundred or so for thin
17 sections.

18 Q. When you say thin sections, would you
19 tell us what that means?

20 A. You cut a thin slice of rock, just very
21 thin so that light -- so the light can be
22 transmitted through it, and it's mounted on a
23 glass slide covered with a glass plate. You put
24 it under a microscope, petrographic microscope,

1 MR. PRENTISS: Well, objection.
2 think that calls for a yes or no answer.

3 A. Yes.

4 Q. Let me withdraw the question and I will
5 get back to it.

6 Did you go into this mine that you have
7 now drawn for us?

8 A. Yes.

9 Q. Did you observe anywhere in the mine
10 any serpentinite?

11 A. During the time that I was mapping
12 there, there was no serpentinite exposed in any of
13 the active mine workings. There was an old mine
14 working that had been shut down for a number of
15 years, and I'm not sure how many, several years
16 though, before I started mapping, in which they
17 had encountered serpentinite.

18 MR. PRENTISS: Objection. Motion to
19 strike.

20 Q. Let me go back for a moment.

21 What year did you start your mapping at
22 Johnson mine?

23 A. '44.

24 Q. And would you show us, for example, on

1 this drawing where the mine shaft would be that
2 the miners would go down in to get to the talc?

3 A. Well, in the early days of mining they
4 went down on talc outcropping at the surface.
5 They went down for maybe a hundred feet. Then --

6 Q. By the early days of mining you mean
7 when?

8 A. The early 1900s.

9 Q. Before you were there?

10 A. Before I was there.

11 Q. And they went down about a hundred feet?

12 A. Something like that.

13 Q. Show us a hundred feet on this.

14 A. There.

15 Q. Just down to there?

16 A. Yes.

17 Q. When you got down there in 1944 was
18 that shaft going down a hundred feet still being
19 operated?

20 A. No.

21 Q. What shaft was being operated in 1944?

22 A. They had put another shaft principally
23 in the country rock at 45 degrees.

24 Q. So it angled down in the country rock?

1 A. Yes.

2 Q. And then how would they get from that
3 shaft to where the talc was?

4 A. They would drift over from the shaft at
5 appropriate intervals, something on the order of
6 hundred feet, I recall, and then drift along the
7 length of the ore body.

8 Q. The ore body meaning the talc?

9 A. Yes.

10 Q. Now I asked you before whether you had
11 ever in your time at Johnson mine observed any
12 serpentinite and would you answer that question
13 again please.

14 A. Yes.

15 Q. Where was that?

16 A. At the north end of this old working.

17 Q. All right. Did you ever observe any
18 serpentinite in the active mine?

19 A. No.

20 Q. At any of your time at Johnson mine did
21 you ever observe any asbestos at the mine?

22 A. No.

23 Q. Were you looking for asbestos?

24 A. Yes.

1 Q. Why?

2 A. Well, I was interested in establishing
3 how these deposits -- and one of the critical
4 things to establish is the relation of the talc to
5 the serpentinite and the relation in terms of age
6 and the relation of the talc to the asbestos in
7 the serpentinite.

8 Q. All right. Have you been in other
9 ultramafic bodies other than the Johnson mine
10 where you did see serpentinite, for example?

11 MR. PRENTISS: Objection.

12 A. Yes.

13 Q. So you had seen serpentinite before; is
14 that correct?

15 A. Oh, yes.

16 MR. PRENTISS: Objection.

17 Q. And have you -- had you been in that
18 time, in the 1940s and 1950s, in an ore body where
19 there was asbestos?

20 MR. PRENTISS: Objection.

21 MR. DOLAN: Objection.

22 A. Yes.

23 Q. Had you seen asbestos before?

24 A. Yes.

1 Q. In a mine?

2 A. Yes.

3 Q. Now with respect to the samples that
4 you took from the Johnson mine, I think you said
5 several hundred; is that correct?

6 A. Yes.

7 Q. Did you ever see any asbestos in any of
8 those samples?

9 A. No.

10 Q. You also looked at under a microscope --
11 I forget the number now, was it over a hundred?

12 A. Over a hundred.

13 Q. -- samples from the Johnson mine. Did
14 you see any asbestos in any of those microscopic
15 thin sections?

16 A. No.

17 Q. Have you seen in your experience or had
18 you seen at that time in your experience asbestos
19 under a microscope?

20 A. Yes.

21 Q. Would you tell us please what
22 microscope -- you may sit down, Doctor Chidester,
23 if you want.

24 Would you tell us please what type of

1 - microscope you used in the 1940s and '50s to
2 examine the samples from the Johnson mine?

3 A. It was a Leitz spectrographic
4 microscope, polarizing microscope.

5 Q. The first word you said was?

6 A. Leitz.

7 Q. Can you spell it?

8 A. L E I T Z.

9 Q. And do you still today on occasion look
10 at rocks or rock samples under a microscope?

11 A. Rarely but occasionally.

12 Q. What sort of microscope would you use
13 today to look at a sample?

14 A. Essentially the same kind, that
15 probably costs about ten times as much but
16 essentially the same kind.

17 Q. Would you tell us please the procedure
18 you use when you look in the microscope to be able
19 to identify the material you are looking at on the
20 thin section?

21 A. Well, there are various optical
22 properties that are characteristic of different
23 minerals and they relate to the rate at which
24 light goes through the mineral and light goes

1 through minerals -- each mineral it may go through
2 in different rates in different directions.

3 So depending upon the individual
4 mineral, you get these variations in three or four
5 optical properties that enable you to distinguish
6 one mineral from another. That's the mineral
7 identification.

8 Then you are concerned with the
9 relations between minerals, the fabric of the rock
10 itself and that the polarizing microscope brings
11 these out too.

12 So essentially you are identifying
13 textural relations of minerals and mineral species,
14 identifying mineral species.

15 Q. Would the microscopic technique you
16 used in the 1940s and '50s reveal the existence
17 of asbestos in the samples?

18 A. Yes.

19 Q. And with respect to the Johnson mine
20 did you see any asbestos?

21 A. No.

22 Q. Did any of the samples that you took
23 from the Johnson mine, were they taken to the
24 Smithsonian Institute?

1 MR. PRENTISS: Objection.

2 A. There are some there now so I presume
3 they were taken there.

4 Q. Do you know about that, as to how and
5 if any samples went to the Smithsonian?

6 A. Actually what the -- the Smithsonian is
7 the official I think repository of samples from
8 the Geological Survey, but they are so buried in
9 samples that all they want are those that have
10 been chemically analyzed. So some of those that
11 were chemically analyzed are now in the
12 Smithsonian.

13 Q. Some of those from the Johnson mine?

14 A. Yes.

15 Q. Do you know that?

16 A. I haven't seen them myself but -- well,
17 wait a minute now. I have -- I guess it's
18 actually hearsay that it's there.

19 MR. PRENTISS: Objection. Motion to
20 strike.

21 Q. Doctor Chidester, do you have an
22 opinion as to whether the talc mined from the
23 Johnson mine in the 1940s and 1950s and the early
24 1960s had any asbestos in it?

1 MR. PRENTISS: Objection.

2 A. Yes.

3 Q. What is your opinion?

4 MR. PRENTISS: Objection.

5 A. It did not contain asbestos.

6 Q. Would you tell us the reasons for that
7 opinion.

8 A. Because the areas that were actively
9 mined while I was there contained no serpentinite
10 and asbestos would persist only in zones -- only
11 in the serpentinite, in say a body of serpentinite
12 that had not been altered to talc, in my opinion.

13 MR. PRENTISS: Motion to strike.

14 Q. And is your opinion based on your own
15 observations and testing?

16 A. Yes.

17 MR. PRENTISS: Objection.

18 MR. LEIBENSPERGER: We might want to
19 take a break here if everyone else agrees.

20 MR. PRENTISS: Yes.

21 (Recess taken)

22 Q. Doctor, I just have a few more
23 questions I wanted to ask you.

24 With respect to the samples that you

1 yes. It goes the other way. The serpentinite is
2 altered to steatite or to talc.

3 Q. Do you know of a categorization of talc
4 as being either steatitized or serpentitized?

5 A. Talc being serpentitized?

6 Q. Yes. Just as a classification of talc
7 as being serpentitized as opposed to being
8 steatitized.

9 A. If it's serpentitized it's no longer
10 talc. I can conceive of situations in -- no, I do
11 not. I guess the answer to that is no. As far as
12 I -- I have never run into serpentitized talc.

13 Q. You are not familiar with that
14 terminology as a classification of a type of talc;
15 is that your testimony?

16 A. I guess so.

17 Q. Okay.

18 A. Serpentitized talc? I mean, the
19 alteration -- I'm not quite sure what is meant by
20 that.

21 Q. Okay.

22 A. It's a contradiction in terms as far as
23 I am concerned.

24 Q. Okay. To go back to my earlier

1 Q. Now in the process that you have
2 described, and you used a chart, I will go to the
3 chart in a bit, you have described a method by
4 which certain kind of talc is created from
5 serpentinite rock; is that right?

6 A. Yes.

7 Q. Now serpentinite is a mixture of three
8 different serpentine minerals; is that true?

9 A. Can be, yes.

10 Q. Can be. What does it consist of?

11 A. Can be antigorite, a couple varieties
12 of chrysotile and lizardite.

13 Q. Okay. Is there such a thing as
14 serpentine itself? Is that a distinct mineral?

15 A. It's a group name for this. The
16 serpentine minerals are chrysotile, lizardite and
17 antigorite.

18 Q. And you have said that during the
19 geological process you have a mass of serpentinite
20 that would be converted over time to talc rock?

21 A. Yes.

22 Q. Is that the way you described the
23 process by which the talc that is mined at the
24 Johnson, Vermont mine is created?

1 A. Yes.

2 Q. And you said that the method by which
3 that transformation takes place is that carbon
4 dioxide reacts with the serpentinite; is that
5 correct?

6 A. Yes.

7 Q. How does the carbon dioxide reach and
8 penetrate into this serpentinite?

9 A. It's part of the fluid system that is
10 moving through the rocks during a process called
11 regional metamorphism.

12 Q. Now the serpentinite, is that a uniform
13 substance or is that made up of a variety of other
14 substances?

15 A. Serpentinite?

16 Q. Yes.

17 A. Well, it consists of serpentine
18 minerals and minor amounts of magnetite,
19 occasional relics, remnants of chromite, and
20 chloride. Those are the predominant.

21 Q. If you were to take a cross-section of
22 a piece of serpentinite that's typical in the
23 Johnson, Vermont area, would that look like one
24 clean uniform structure or would you be able to

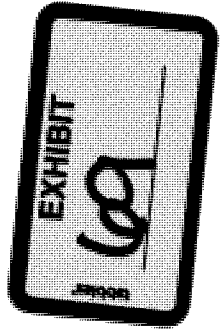
Exhibit 207

Ross v. BASF Catalysts, LLC, et al., Docket No. MID-L-0582-17AS - Privilege Log of Johnson and Johnson Consumer Products, Inc. (July 2017)

DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JNI000001	3/1/1980	Ira J. Dombrow	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000002	5/8/1989	Ira J. Dombrow	W.H. Ashton	John C. O'Shaughnessy; Bruce Sample	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000003	5/30/1989	Bruce Sample	W.H. Ashton		Work Product	Memo / work product re: EMTC Litigation.
JNI_RCS_00000002	5/18/1989	W.H. Ashton	Ira J. Dombrow	John C. O'Shaughnessy	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI0000004	11/23/1982	W.H. Ashton	George E. Lee		Work Product	Memo / work product re: Westfall case.
P-JNI0000005	10/22/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000006	10/18/1982		EMV Associates, Inc.; Leonard G. Burrell; Ethan J. Goldberg		Work Product	Consulting Report / work product re: Westfall case.
P-JNI0000007	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000008	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000009	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000010	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000011	7/2/1982	Edward P. Leibensperger	John N. Seidler		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI0000012	5/14/1982	Howard Johanson	Dennis J. McCarten	Donald Ferry; W.H. Ashton	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000013	5/13/1982	File	Dennis J. McCarten	W.H. Ashton; D. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000014	4/28/1982	Howard Johanson	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000015	4/23/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000016	4/20/1982	W.H. Ashton	William A. Curran	Frank A. Bolden; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000017	4/20/1982	W.H. Ashton	William A. Curran	Frank A. Bolden; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000018	4/20/1982	W.H. Ashton	William A. Curran	Frank A. Bolden; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000019	4/20/1982	W.H. Ashton	William A. Curran	Frank A. Bolden; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI0000020	7/22/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner	Work Product	Memo / work product re: Westfall case.
P-JNI0000021	7/15/1981	Frank A. Bolden	W.H. Ashton	G. Lee; B. Sample; W. Waggoner	Work Product	Memo / work product re: Westfall case.
P-JNI0000022	3/13/1981	W.H. Ashton	Frank A. Bolden	G. Lee; D. Ferry	Work Product	Memo / work product re: Westfall case.
P-JNI0000023	2/18/1981	Frank A. Bolden	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000024	10/8/1982	W.T. Canear, Colorado School of Mines Research Institute	W.H. Ashton	George Lee J. Seidler; F. Bolden; J. Blutz; B. Deavenport; E. Leibensperger; R. Miller; B. Sample; M.D.; J. Utas	Work Product	Letter to consulting expert re: Westfall case.
P-JNI0000025	10/13/1982	N/A	George E. Lee		Attorney-Client; Work Product	Meeting minutes / attorney client communication re: Westfall case.
P-JNI0000026	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000027	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000028	10/22/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000029	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000030	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000031	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000032	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000033	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI0000034	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
JNI_RCS_00000114	12/23/1982	George E. Lee	Edward P. Leibensperger	John N. Seidler; Joseph G. Blute; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNI_RCS_00000115			Harold H. Banks, Jr.		Work Product	Draft Affidavit / work product re: Westfall case.
JNI_RCS_00000123	12/23/1982	George E. Lee	Edward P. Leibensperger	John N. Seidler; Joseph G. Blute; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNI_RCS_00000124			W.H. Ashton		Work Product	Draft Affidavit / work product re: Westfall case.
JNI_RCS_00000125			Harold H. Banks, Jr.		Work Product	Draft Affidavit / work product re: Westfall case.
P-JNI0000035	11/23/1982	W.H. Ashton	George E. Lee		Work Product	Memo / work product re: Westfall case.

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ROSS V. BASF Catalysts, LLC, et al., Docket No. MID-L-0582-17AS - Privilege Log of Johnson and Johnson Consumer Products, Inc. (July 2017)

DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN0000036	8/22/1980	Bruce Sample	W.H. Ashton	John C. O'Shaughnessy	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000037	4/24/1989	George E. Lee	W.H. Ashton	Bruce Sample	Work Product	Memo / work product re: EMTC Litigation.
P-JN0000038	4/19/1989	John C. O'Shaughnessy	W.H. Ashton	Bruce Sample	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000039	4/17/1989	Dr. Frederick D. Pooley	W.H. Ashton	Bruce Sample	Work Product	Letter to consulting expert re: EMTC Litigation.
P-JN0000040	5/6/1989	Ira J. Dombrow	W.H. Ashton	John C. O'Shaughnessy; Bruce Sample	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JN000000139	5/5/1989	W.H. Ashton	Ira J. Dombrow	John C. O'Shaughnessy; Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JN000000163	5/8/1989	Ira J. Dombrow	W.H. Ashton	John C. O'Shaughnessy; Bruce Sample	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JN000000164	5/5/1989	W.H. Ashton	Ira J. Dombrow	John C. O'Shaughnessy; Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000041	8/22/1990	Bruce Sample	W.H. Ashton	John C. O'Shaughnessy	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000042	8/22/1989	W.H. Ashton	John C. O'Shaughnessy	C. Ehmann; B. Sample	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000043	8/7/1989	W.H. Ashton	John C. O'Shaughnessy	C. Ehmann; B. Sample	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000044	5/8/1989	Ira J. Dombrow	W.H. Ashton	John C. O'Shaughnessy; Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JN000000238	5/5/1989	W.H. Ashton	Ira J. Dombrow	John C. O'Shaughnessy; Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JN000000608	3/1/1990	Ira J. Dombrow	John C. O'Shaughnessy	Bruce Sample	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000045	4/19/1989	John C. O'Shaughnessy	W.H. Ashton	Howard G. Sloane; Eric S. Sarnier	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000046	4/4/1989	John C. O'Shaughnessy	Ira J. Dombrow	Howard G. Sloane; Eric S. Sarnier	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000047	3/31/1989	W.H. Ashton	Dr. Frederick D. Pooley	Bruce Sample	Work Product	Draft Affidavit / work product re: EMTC Litigation.
P-JN0000048	4/17/1989	Dr. Frederick D. Pooley	Dr. Frederick D. Pooley	Bruce Sample	Work Product	Consulting Report / work product re: EMTC Litigation.
P-JN0000049	4/17/1989	John N. Beidler; George E. Lee; Edward P. Leibensperger	W.H. Ashton	Bruce Sample	Work Product	Letter to consulting expert re: EMTC Litigation.
P-JN0000050	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Consulting Report / work product re: EMTC Litigation.
P-JN0000051	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000052	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000053	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JN000000621	10/27/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JN000000622	9/28/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Edward P. Leibensperger	Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000054	10/25/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000055	10/21/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JN000000662	10/15/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Edward P. Leibensperger	Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000056	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000057	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000058	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000059	10/22/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000060	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JN000000727	10/13/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Edward P. Leibensperger	Frank A. Bolden; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN0000061	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Notes / work product re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
JNJ_R05_00000732	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNJ000062			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-JNJ000063			W.H. Ashton		Work Product	Consulting Report / work product re: Westfall case.
P-JNJ000065	2/18/1981	Frank A. Boden	George E. Lee	C. Lee; D. Ferry	Work Product	Memo / work product re: Westfall case.
P-JNJ000066	10/22/1982	Edward P. Leibensperger	W.H. Ashton	John N. Beidler; Roger N. Miller	Work Product	Memo / work product re: Westfall case.
P-JNJ000067	9/28/1982	George E. Lee	W.H. Ashton	John N. Beidler; Roger N. Miller	Work Product	Memo / work product re: Westfall case.
P-JNJ000068	10/22/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Work Product	Memo / work product re: Westfall case.
P-JNJ000069	9/30/1982	George E. Lee	W.H. Ashton	John N. Beidler; Roger N. Miller	Work Product	Memo / work product re: Westfall case.
JNJ_R05_00001145	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNJ000070	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNJ000071	10/22/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
		John Beidler; George Lee; Edward Leibensperger				
P-JNJ000072	3/25/1983	Roger N. Miller	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001190	2/28/1983	Roger N. Miller	Edward P. Leibensperger	John N. Beidler; George E. Lee	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000073	2/11/1983	John N. Beidler	Edward P. Leibensperger	George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000074	1/25/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000075	1/11/1983	John N. Beidler	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000076	12/23/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000077	9/21/1982	W.H. Ashton	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000078	1/18/1983	George E. Lee	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000079	1/11/1983	George E. Lee	W.H. Ashton	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001202	1/12/1983	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Work Product	Draft Affidavit / work product re: Westfall case.
P-JNJ000080	1/11/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000081	1/11/1983	J.C. Wagner	George E. Lee	J.N. Beidler; J.G. Blute; R.N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000082	1/6/1983	Dr. J. C. Wagner	George E. Lee		Work Product	Notes / work product re: Westfall case.
P-JNJ000083	1/11/1983	Dr. Frederick D. Pooley	George E. Lee		Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000084	1/6/1983				Work Product	Notes / work product re: Westfall case.
P-JNJ000085	12/13/1982	John N. Beidler; Roger N. Miller	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000086					Work Product	Notes / work product re: Westfall case.
P-JNJ000087	12/13/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000088	12/6/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001205	12/1/1982	Edward P. Leibensperger	Roger N. Miller	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000089	11/29/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000090	11/29/1982	John N. Beidler	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000091	11/29/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000092	11/29/1982	A. H. Chidester	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000093	11/29/1982	John M. Wehrung	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JNJ000094	11/30/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000095	11/30/1982	John N. Beidler	George E. Lee	Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNJ000096			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN-000097			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
JNJ_R05_00001208	11/16/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler, Joseph G. Blute, George E. Lee	Work Product	Letter to consulting expert re: Westfall case.
P-JN-000098	11/10/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000099	11/22/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001217	11/24/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000100	11/23/1982	W.H. Ashton	George E. Lee		Work Product	Memo / work product re: Westfall case.
P-JN-000101	11/17/1982	George E. Lee	Roger N. Miller	Edward Leibensperger, John Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000102	11/2/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000103	1/1/1965		Rutter McClellan and Fish		Work Product	Memo / work product re: Westfall case.
JNJ_R05_00001223	11/1/1982	John N. Beidler	Edward P. Leibensperger	George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000104	11/16/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000105	11/10/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000106	11/9/1982	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000107	10/25/1982	George E. Lee	Veryl E. Larsen		Work Product	Consulting Report / work product re: Westfall case.
P-JN-000108			George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001247	10/28/1982	Edward P. Leibensperger	George E. Lee		Work Product	Letter to consulting expert re: Westfall case.
P-JN-000109	10/25/1982	J.C. Wagner	George E. Lee		Work Product	Memo / work product re: Westfall case.
P-JN-000110	10/22/1982	Edward P. Leibensperger	George E. Lee	Bruce Semple	Work Product	Letter to consulting expert re: Westfall case.
JNJ_R05_00001254	10/22/1982	John N. Beidler	Edward P. Leibensperger	J. Beidler; R. Miller; B. Semple J. Beidler; F. Bolden; J. Blute; B. Deavenport; E. Leibensperger; R. Miller; B. Semple, M.D.; J. Utaski	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001285	10/22/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	George Lee	Work Product	Meeting minutes / attorney client communication re: Westfall case.
P-JN-000111	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Letter to consulting expert re: Westfall case.
P-JN-000112	10/19/1982	Dr. Frederick D. Pooley	George E. Lee	Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000113	10/18/1982	Edward P. Leibensperger	George E. Lee		Work Product	Memo / work product re: Westfall case.
P-JN-000114	10/13/1982	N/A	George E. Lee		Work Product	Memo / work product re: Westfall case.
P-JN-000115	10/9/1982	W.T. Caneer, Colorado School of Mines Research Institute	W.H. Ashton		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000116	10/6/1982	Bruce Semple	John N. Beidler		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000117	10/1/1982	John N. Beidler	Edward P. Leibensperger		Work Product	Memo / work product re: Westfall case.
P-JN-000118	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JN-000119	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JN-000120	9/28/1982	George E. Lee	W.H. Ashton		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN-000121	7/2/1982	Edward P. Leibensperger	John N. Beidler		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN-000122	6/2/1982	Frank A. Bolden	William A. Curran	D. Ferry; H. Johanson	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN-000123	5/14/1982	Howard Johanson	Dennis J. McCarten	Donald Ferry; William H. Ashton	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN-000124	5/13/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-JN-000125	4/28/1982	Howard Johanson	Dennis J. McCarten	Donald Ferry; W. Ashton	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN-000126	4/23/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-JN-000127	4/20/1982	W.H. Ashton	William A. Curran	Frank A. Bolden Esq.; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN-000128	7/15/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner; B. Semple	Work Product	Memo / work product re: Westfall case.
P-JN-000129	7/22/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner	Work Product	Memo / work product re: Westfall case.
P-JN-000130	2/18/1981	Frank A. Bolden	W.H. Ashton	G. Lee; D. Ferry	Work Product	Memo / work product re: Westfall case.
P-JN-000131	6/2/1982	Frank A. Bolden	William A. Curran	Donald Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000132	7/2/1982	Edward P. Leibensperger	John N. Beidler	Joseph G. Blute; George E. Lee; Howard Johnson; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001293	9/8/1983	John N. Beidler	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001328	6/22/1983	John N. Beidler	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001329	6/22/1983	File	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-JN000133	8/11/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001342	8/9/1983	John N. Beidler	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001412	5/8/1983	J. Leibensperger	Roger N. Miller	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001422	5/8/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000134	5/6/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001428	5/27/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001478	5/18/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000135	4/11/1983	Edward P. Leibensperger	Dr. Frederick D. Pooley	George E. Lee; Roger N. Miller	Work Product	Consulting Report / work product re: Westfall case.
P-JN000136	5/18/1983	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000137	5/2/1983	John N. Beidler	Roger N. Miller	Roger N. Miller; George E. Lee; Joseph G. Blute	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001524	4/29/1983	John N. Beidler	Edward P. Leibensperger	Roger N. Miller; George E. Lee; Joseph G. Blute	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001525	4/27/1983	Edward P. Leibensperger	B.T. Keener	Attorney-Client; Work Product	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-JN000138	4/11/1983	Edward P. Leibensperger	Dr. Frederick D. Pooley	Work Product	Work Product	Consulting Report / work product re: Westfall case.
JNJ_R05_00001527	4/25/1983	Edward P. Leibensperger	George E. Lee	B. M. Deavenport; R. N. Miller; J. N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000139	4/18/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000140	4/4/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001530	3/31/1983	Edward P. Leibensperger	George E. Lee	Attorney-Client; Work Product	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000141	3/25/1983	John N. Beidler	Edward P. Leibensperger	George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001544	3/29/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001554	3/18/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000142	3/10/1983	Edward A. Grenier, M.D.	Edward P. Leibensperger	Work Product	Work Product	Letter to consulting expert re: Westfall case.
JNJ_R05_00001557	3/10/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_R05_00001596	3/14/1983	John N. Beidler	Edward P. Leibensperger	George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000143	4/11/1983	Edward P. Leibensperger	Dr. Frederick D. Pooley	Work Product	Work Product	Consulting Report / work product re: Westfall case.
P-JN000145	11/23/1982	George E. Lee	John N. Beidler	B. Sample; B. Deavenport	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000146	9/30/1982	George E. Lee	W.H. Ashton	Work Product	Work Product	Memo / work product re: Westfall case.
P-JN000146	10/21/1982	George E. Lee	John C. O'Shaughnessy	Work Product; Common Interest Litigation Privilege	Work Product	Memo / work product re: Westfall case.
JNJ_R05_00001648	7/9/1992	Allen S. Joslyn	Carol Rodgers; Ian M. Stewart	Work Product	Work Product	Letter regarding litigation and strategy re: EMTC litigation.
JNJ_R05_00001649			Carol Rodgers; Ian M. Stewart	Work Product	Work Product	Talc testing / work product re: Westfall case.
JNJ_R05_00001650			Carol Rodgers; Ian M. Stewart	Work Product	Work Product	Talc testing / work product re: Westfall case.
JNJ_R05_00001674			Carol Rodgers; Ian M. Stewart	Work Product	Work Product	Talc testing / work product re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
INJ_R05_00001675			Carol Rodgers, Ian M. Stewart		Work Product	Talc testing / work product re: Westfall case.
INJ_R05_00001676			Carol Rodgers, Ian M. Stewart		Work Product	Talc testing / work product re: Westfall case.
P-INJ000147	3/1/1990	Ira J. Dembrow	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
	5/8/1989	Ira J. Dembrow	W.H. Ashton		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
INJ_R05_00001712	5/5/1989	W.H. Ashton	Ira J. Dembrow	John C. O'Shaughnessy; Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
INJ_R05_00001721	5/30/1989	Bruce Semple	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
INJ_R05_00001722	5/18/1989	W.H. Ashton	Ira J. Dembrow	John C. O'Shaughnessy	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-INJ000148	10/11/1982	John N. Beidler, George E. Lee, Edward P. Leibensperger	Roger N. Miller		Work Product	Letter / attorney client communication re: Westfall case.
P-INJ000149	9/30/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
	7/9/1992	Allen S. Joslyn	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-INJ000150	9/21/1982		W.H. Ashton		Work Product	Consulting Report / work product re: Westfall case.
P-INJ000151			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-INJ000152			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-INJ000153			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-INJ000154		File	John C. O'Shaughnessy		Work Product	Memo / work product re: EMTC Litigation.
P-INJ000155	12/27/1988	File	John C. O'Shaughnessy		Work Product	Memo / work product re: EMTC Litigation.
P-INJ000156	12/27/1988	File	John C. O'Shaughnessy		Work Product	Memo / work product re: EMTC Litigation.
INJ_R05_00002038	11/30/1982	Edward P. Leibensperger	George E. Lee	Robert E. Christiansen	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-INJ000157	11/24/1982	Edward P. Leibensperger	George E. Lee	Robert E. Christiansen	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-INJ000158	9/28/1982	George E. Lee	W.H. Ashton	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-INJ000159	6/2/1982	Frank A. Bolden	William A. Curran	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-INJ000160	5/14/1982	Howard Johanson	Dennis J. McCarten	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-INJ000161	5/13/1982	File	Dennis J. McCarten		Work Product	Letter regarding litigation and strategy re: Westfall case.
P-INJ000162	4/28/1982	Howard Johanson	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-INJ000163	4/23/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-INJ000164	4/20/1982	W.H. Ashton	William A. Curran	Frank A. Bolden, Esq.; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-INJ000165	7/22/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner	Work Product	Memo / work product re: Westfall case.
P-INJ000166	7/15/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner; B. Semple	Work Product	Memo / work product re: Westfall case.
P-INJ000167	2/18/1981	Frank A. Bolden	W.H. Ashton	G. Lee; D. Ferry	Work Product	Memo / work product re: Westfall case.
P-INJ000168	7/2/1982	Edward P. Leibensperger	John N. Beidler		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-INJ000169	3/16/1989	Ira J. Dembrow	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-INJ000170	8/5/1992		David H. Girabrant, M.D.		Work Product	Consulting Report / work product re: EMTC Litigation.
P-INJ000171	10/11/1982	John N. Beidler	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-INJ000172	10/24/1983	Edward P. Leibensperger	Alfred H. Childer		Work Product	Letter from consulting expert re: Westfall case.
P-INJ000173	11/30/1982	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-INJ000174	11/29/1982	Edward P. Leibensperger	Joseph G. Skutz		Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-INJ000175	7/12/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner; B. Semple	Work Product	Memo / work product re: Westfall case.
P-INJ000176	7/12/1981	Frank A. Bolden	W.H. Ashton	G. Lee; D. Ferry	Work Product	Memo / work product re: Westfall case.
P-INJ000177	2/18/1981	Frank A. Bolden	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-INJ000178	4/20/1982	Howard Johanson	William A. Curran	Frank A. Bolden, Esq.; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-INJ000179	4/28/1982	Howard Johanson	Dennis J. McCarten	W.H. Ashton; D. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-INJ000180		File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000181	5/14/1982	Howard Johnson	Dennis J. McCarten	Donald Ferry; William H. Ashton	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN000182	5/13/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-JN000183	6/27/1982	Frank A. Bolden	William A. Curran	Donald Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JN000184	7/2/1982	Edward P. Leibensperger	John N. Beidler		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
		John N. Beidler; George E. Lee; Edward P. Leibensperger			Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000185	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000186	12/5/1982	P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000187	12/1/1982	Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000188	12/1/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000189	10/11/1982	P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000190	5/8/1989	Ira J. Dembrow	W.H. Ashton		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000191	5/5/1989	W.H. Ashton	Ira J. Dembrow	John C. O'Shaughnessy; Howard G. Steans	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000192	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JN000193	9/24/1982	John N. Beidler	Ethan J. Goldberg; John M. Wehrunk		Work Product	Consulting Report / work product re: Westfall case.
P-JN000194	12/23/1982	Edward P. Leibensperger	Edward P. Leibensperger	John N. Beidler; Joseph G. Blute; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000195	10/13/1982	John N. Beidler	Edward P. Leibensperger	Frank A. Bolden; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000196	10/27/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000197	9/28/1982	John N. Beidler	Edward P. Leibensperger		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000198	10/15/1982	John N. Beidler	Edward P. Leibensperger	Roger N. Miller	Work Product	Legal Document / work product re: Westfall case.
P-JN000199	10/14/1982	Edward P. Leibensperger	Joseph G. Blute		Work Product	Memo / work product re: Westfall case.
P-JN000200	11/29/1982	Edward P. Leibensperger	Joseph G. Blute		Work Product	Memo / work product re: Westfall case.
P-JN000201	11/29/1982	Edward P. Leibensperger	Margot Joly		Work Product	Memo / work product re: Westfall case.
P-JN000202	6/5/1983	Edward P. Leibensperger	Johnson and Johnson	John N. Beidler; Joseph G. Blute; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000203	1/13/1983	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000204	10/13/1982	Maryanne Bounely Costa	W.H. Ashton		Work Product	Draft Affidavit / work product re: Westfall case.
P-JN000205	1/12/1983	Edward P. Leibensperger	W.H. Ashton		Work Product	Draft Affidavit / work product re: Westfall case.
P-JN000206	9/28/1982	Roger N. Miller	Edward P. Leibensperger	John N. Beidler; George E. Lee	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000207	3/1/1983	John N. Beidler	Edward P. Leibensperger	George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000208	2/28/1983	John N. Beidler	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000209	2/11/1983	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000210	1/25/1983	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute; George E. Lee; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000211	1/11/1983	John N. Beidler	Edward P. Leibensperger	Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000212	1/20/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler; J. G. Blute; R. N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000213	12/23/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler; Joseph G. Blute; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000214	9/21/1982	W.H. Ashton	Edward P. Leibensperger		Work Product	Draft Affidavit / work product re: Westfall case.
P-JN000215	1/18/1983	George E. Lee	Edward P. Leibensperger	John N. Beidler; Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000216	1/1/1983	W.H. Ashton	Edward P. Leibensperger		Work Product	Draft Affidavit / work product re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000212	1/12/1983	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler, George E. Lee, Roger N. Miller	Work Product	Letter to consulting expert re: Westfall case.
P-JN000213					Work Product	Notes / work product re: Westfall case.
P-JN000214	1/11/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler, Joseph G. Blute, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000215	1/11/1983	J.C. Wagner	George E. Lee		Work Product	Letter to consulting expert re: Westfall case.
P-JN000216	1/6/1983	Dr. C.J. Wagner			Work Product	Notes / work product re: Westfall case.
P-JN000217	1/11/1983	Dr. Frederick D. Pooley	George E. Lee		Work Product	Letter to consulting expert re: Westfall case.
P-JN000218	1/6/1985				Work Product	Notes / work product re: Westfall case.
P-JN000219	12/13/1982	John N. Beidler	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000220					Work Product	Notes / work product re: Westfall case.
P-JN000221	12/13/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000222	12/1/1982	Edward P. Leibensperger	Roger N. Miller	John N. Beidler, George E. Lee	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000223	11/30/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler, George E. Lee	Work Product	Letter to consulting expert re: Westfall case.
P-JN000224	11/29/1982	John N. Beidler	Edward P. Leibensperger	George E. Lee, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000225	11/29/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler, George E. Lee	Work Product	Letter to consulting expert re: Westfall case.
P-JN000226	11/29/1982	A. H. Chidester	Edward P. Leibensperger	John N. Beidler, George E. Lee	Work Product	Letter to consulting expert re: Westfall case.
P-JN000227	11/29/1982	John M. Wehrung	Edward P. Leibensperger	John N. Beidler, George E. Lee	Work Product	Letter to consulting expert re: Westfall case.
P-JN000228	12/1/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000229	11/30/1982	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000230	11/30/1982	John N. Beidler	George E. Lee	Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000231	11/30/1982		Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
JNJ_RCS_00002797	11/15/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler, Joseph G. Blute, George E. Lee	Work Product	Consulting Report / work product re: Westfall case.
P-JN000232	11/10/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter to consulting expert re: Westfall case.
P-JN000233	11/22/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000234	11/23/1982	W.H. Ashton	George E. Lee		Work Product	Memo / work product re: Westfall case.
P-JN000235	11/17/1982	George E. Lee	Roger N. Miller	Edward Leibensperger, John Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000236	11/2/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000237	1/1/1985		Rutter McClennen and Fish		Work Product	Memo / work product re: Westfall case.
JNJ_RCS_00002806	11/1/1982	John N. Beidler	Edward P. Leibensperger	George E. Lee, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000238	11/16/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000239	11/10/1982	George E. Lee	Edward P. Leibensperger	John N. Beidler	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000240	11/9/1982	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000241	11/5/1982	Edward P. Leibensperger	George E. Lee	J. Beidler, R. N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000242	1/1/1977				Work Product	Notes Expert Binder re: Westfall case.
P-JN000243	1/1/1982				Work Product	Notes / work product re: Westfall case.
P-JN000244	1/1/1982				Work Product	Notes / work product re: Westfall case.
P-JN000245	10/28/1982	Dr. Frederick D. Pooley	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter to consulting expert re: Westfall case.
P-JN000246	1/1/1979	Edward P. Leibensperger	George E. Lee		Work Product	Letter / attorney client communication re: Westfall case.
P-JN000247	10/25/1982	J.C. Wagner	George E. Lee		Work Product	Legal Case Research / work product re: Westfall case.
P-JN000248	10/22/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter to consulting expert re: Westfall case.
JNJ_RCS_00002830	10/22/1982	John N. Beidler	Edward P. Leibensperger	Joseph G. Blute, George E. Lee, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
JNJ_RCS_00002861	10/22/1982	Dr. Frederick D. Pooley	Edward P. Leibensperger	John N. Beidler, George E. Lee, Roger N. Miller	Work Product	Letter / attorney client communication re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JNI000249	10/21/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI000250	10/19/1982	Dr. Frederick D. Pooley	George E. Lee		Work Product	Letter to consulting expert re: Westfall case.
P-JNI000251	10/18/1982	Edward P. Leibensperger	George E. Lee	Bruce Semple J. Seidler; R. Miller; B. Semple J. Beidler; F. Bolden; J. Bliver; B. Deavenport; E. Leibensperger; R. Miller; B. Semple; J. Uttski	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000252	10/13/1982	N/A	George E. Lee		Attorney-Client; Work Product	Meeting minutes / attorney client communication re: Westfall case.
P-JNI000253	10/18/1982	Bruce Semple	John N. Beidler		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000254	10/17/1982	John N. Beidler	Edward P. Leibensperger		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000255	9/30/1982	George E. Lee	W.H. Ashton		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000256	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI000257	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JNI000258	7/2/1982	Edward P. Leibensperger	John N. Beidler		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000259	5/14/1982	Howard Johnson	Dennis J. McCarten	Donald Ferry; William H. Ashton	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI000260	5/13/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-JNI000261	4/28/1982	Howard Johnson	Dennis J. McCarten	W.H. Ashton; D. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI000262	4/23/1982	File	Dennis J. McCarten		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-JNI000263	4/20/1982	W.H. Ashton	William A. Curran		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI000264	7/15/1981	Frank A. Bolden	W.H. Ashton	Frank A. Bolden; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Memo / work product re: Westfall case.
P-JNI000265	7/22/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner; B. Semple	Work Product	Memo / work product re: Westfall case.
P-JNI000266	7/22/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner	Work Product	Memo / work product re: Westfall case.
P-JNI000267	6/2/1982	Frank A. Bolden	William A. Curran	G. Lee; D. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI000268	7/2/1982	Edward P. Leibensperger	John N. Beidler	D. Ferry; H. Johnson	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000269	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Johnson and Johnson		Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-JNI000269	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000270	11/5/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000271	10/25/1982	Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000272	10/21/1982	George E. Lee	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000273	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000274	7/15/1981	George E. Lee	Roger N. Miller		Work Product	Notes / work product re: Westfall case.
P-JNI000275	7/22/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner; B. Semple	Work Product	Memo / work product re: Westfall case.
P-JNI000276	2/18/1981	Frank A. Bolden	W.H. Ashton	G. Lee; W. Waggoner	Work Product	Memo / work product re: Westfall case.
P-JNI000277	4/20/1982	W.H. Ashton	William A. Curran	G. Lee; D. Ferry	Work Product	Memo / work product re: Westfall case.
P-JNI000278	5/14/1982	Howard Johnson	Dennis J. McCarten	Frank A. Bolden; Donald R. Ferry	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI000279	5/13/1982	File	Dennis J. McCarten	Donald Ferry; William H. Ashton	Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: Westfall case.
P-JNI000280	6/2/1982	Frank A. Bolden	William A. Curran	D. Ferry; H. Johnson	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: Westfall case.
P-JNI000281	7/2/1982	Edward P. Leibensperger	John N. Beidler		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000282	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000283	11/30/1982	Edward P. Leibensperger	George E. Lee		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000284	10/11/1982	John N. Beidler; George E. Lee; Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JNI000285		P. Leibensperger			Work Product	Ta. c. testing / work product re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
JNJ_R05_00002993	6/6/1983	Edward P. Leihensperger	Margot Joly		Work Product	Memo Expert Binder re: Westfall case.
JNJ_R05_00002994	10/29/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00002995	1/11/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00002996	3/4/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00002997	2/18/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00002998	12/20/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00002999	2/3/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003000	3/7/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003001	3/4/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003002	10/29/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003003	11/16/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003004	3/4/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003005	2/3/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003006	2/1/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003007	1/1/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003008	11/1/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003009	1/1/1978				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003010	1/1/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003011	1/1/1978				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003012	1/1/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003013	1/1/1975				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003014	3/12/1981				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003015	11/29/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003016	5/6/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003017	10/29/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003018	1/11/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003019	2/18/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003020	12/20/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003021	2/3/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003022	3/7/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003023	3/4/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003024	10/29/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003025	11/16/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003026	3/4/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003027	2/3/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003028	2/1/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003029	1/1/1983				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003030	11/2/1982				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003031	1/1/1978				Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003032					Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003033					Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003034					Work Product	Notes Expert Binder re: Westfall case.
JNJ_R05_00003035					Work Product	Notes Expert Binder re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000306	1/1/1975				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000307					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000308	3/12/1991				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000309					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000310					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000311	7/29/1957				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000312					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000313	3/1/1983				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000314	1/1/1960				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000315					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000316	10/6/1982				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000317	10/1/1979				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000318	5/14/1982				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000319	12/3/1982				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000320	2/28/1993				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000321	1/1/1964				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000322	10/6/1982				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000323	2/1/1963				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000324	10/1/1977				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000325	11/1/1982				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000326	2/15/1983				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000327	3/17/1983				Work Product	Notes: Expert Binder re: Westfall case.
P-JN000328					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000329					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000330					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000331					Work Product	Notes: Expert Binder re: Westfall case.
P-JN000332	1/13/1983	Edward P. Leibensperger	George E. Lee	John N. Beidler, Joseph G. Blaise, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000333			W.H. Ashton		Work Product	Draft Affidavit / work product re: Westfall case.
P-JN000334	10/28/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000335	3/25/1983	Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000336	3/1/1983				Work Product	Legal/Case Research / work product re: Westfall case.
P-JN000337	8/5/1992		David H. Garabrant, M.D.		Work Product	Consulting Report / work product re: EMTC Litigation.
P-JN000338	10/28/1982	Edward P. Leibensperger	George E. Lee	John N. Beidler, Roger N. Miller	Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
	8/5/1992		David H. Garabrant, M.D.		Work Product	Consulting Report / work product re: EMTC Litigation.
	10/11/1982	John N. Beidler, George E. Lee, Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000339	10/11/1982	John N. Beidler, George E. Lee, Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000340	10/11/1982	John N. Beidler, George E. Lee, Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
INL ROS_00003487	10/11/1982	John N. Beidler, George E. Lee, Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000341	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JN000342	9/28/1982	George E. Lee	W.H. Ashton		Work Product	Memo / work product re: Westfall case.
P-JN000343	1/1/1985				Work Product	Legal/Case Research / work product re: Westfall case.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000344	10/11/1982	John N. Biedler, George E. Lee, Edward P. Leibensperger	Roger N. Miller		Attorney-Client; Work Product	Letter / attorney client communication re: Westfall case.
P-JN000345			Dr. Frederick D. Pooley Johnson and Johnson		Work Product	Consulting Report / work product re: Westfall case.
P-JN000346					Work Product	Memo / work product re: Westfall case.
P-JN000347					Work Product	Notes / work product re: EMTC Litigation.
P-JN000348					Work Product	Notes / work product re: EMTC Litigation.
P-JN000349		John C. O'Shaughnessy	Sullivan, Michael D		Work Product	Notes / work product re: EMTC Litigation.
P-JN000350		Allen S. Joslyn	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000351			John C. O'Shaughnessy		Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000352		Roger N. Miller	John C. O'Shaughnessy		Attorney-Client; Work Product	Notes / work product re: EMTC Litigation.
P-JN000353		File	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000354		John C. O'Shaughnessy	Ngai, Elaine	Robert E. Christiansen Samer, Eric S	Work Product; Common Interest Litigation Privilege	Memo / work product re: EMTC Litigation.
P-JN000355		Hoffman, Dale	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000356		John C. O'Shaughnessy	Ngai, Elaine		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000357		John C. O'Shaughnessy	Zesutok, CJ	Samer, Eric S	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000358		Ashton, WH; Frazza, GS; Guynes, SJ;	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000359		Molineux, FB; Sempio, B			Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN000360		Frazza, GS; Guynes, SJ	John C. O'Shaughnessy		Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN000361		John C. O'Shaughnessy	John C. O'Shaughnessy	Fred B. Molineux	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000362			Samer, Eric S	L. Fliegel; H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000363		John C. O'Shaughnessy	Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000364		Fliegel, Lester	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000365		Fliegel, Lester	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000366		Fliegel, Lester	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000367		John C. O'Shaughnessy	Fliegel, Lester	Samer, Eric S	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000368			Johnson and Johnson; Engelhard Corp.		Work Product; Common Interest Litigation Privilege	Tolling Agreement re: EMTC Litigation.
P-JN000369			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000370		Samer, Eric S	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000371			Johnson and Johnson; Engelhard Corp.		Work Product; Common Interest Litigation Privilege	Tolling Agreement re: EMTC Litigation.
P-JN000372		John C. O'Shaughnessy	Samer, Eric S	Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000373			Johnson and Johnson; Engelhard Corp.		Work Product; Common Interest Litigation Privilege	Tolling Agreement re: EMTC Litigation.
P-JN000374		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000375		Sloane, Samer	Edward J. Cook		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000376			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000377			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000378			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000379			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000380		Bruce Sempio	W.H. Ashton		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000381				John C. O'Shaughnessy	Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN000382			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000383		John C. O'Shaughnessy	Eric S. Samer		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000384		Howard G. Sloane	Ira J. Dembrow; Eric S. Samer	I. Dembrow; L. Fliegel; H. Sloane	Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000385		Howard G. Sloane	Ira J. Dembrow; Eric S. Samer		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000385		John C. O'Shaughnessy	Ira J. Dombrow	Sloane, Howard G.; Garner, Eric	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000386		John C. O'Shaughnessy	Ira J. Dombrow	Sloane, Howard G.; Garner, Eric	Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN000387		John C. O'Shaughnessy	Ira J. Dombrow	Sloane, Howard G.; Garner, Eric	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000388		John C. O'Shaughnessy	Howard G. Sloane	Sloane, Howard G.; Garner, Eric	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000389		John C. O'Shaughnessy	Ira J. Dombrow	Sloane, Howard G.; Garner, Eric	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000390		Zesurek, CJ	John C. O'Shaughnessy	Sloane, Howard G.; Garner, Eric	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000391		Ira J. Dombrow	John C. O'Shaughnessy	Sloane, Howard G.; Garner, Eric	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000392		John C. O'Shaughnessy	C. James Zesurek	Robert E. Christiansen	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000393		Fine, RS	John C. O'Shaughnessy	Robert E. Christiansen	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000394		Ira J. Dombrow	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000395		Ira J. Dombrow	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000396		John C. O'Shaughnessy	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Notes / work product re: EMTC Litigation.
P-JN000397		John C. O'Shaughnessy	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Notes / work product re: EMTC Litigation.
P-JN000398		John C. O'Shaughnessy	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Notes / work product re: EMTC Litigation.
P-JN000399		John C. O'Shaughnessy	Ira J. Dombrow	L. Fliegel; H. Sloane	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000400		John C. O'Shaughnessy	Ira J. Dombrow	Sloane, Howard G.; Garner, Eric S	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000401		John C. O'Shaughnessy	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Notes / work product re: EMTC Litigation.
P-JN000402		Ira J. Dombrow	John C. O'Shaughnessy	Robert E. Christiansen	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000403		John C. O'Shaughnessy	W.H. Ashton	Bruce Sample	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000404		John C. O'Shaughnessy	Ira J. Dombrow	Sloane, Howard G.; Garner, Eric S;	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000405		Ira J. Dombrow	W.H. Ashton	Ashton, Bill	Work Product	Draft Affidavit / work product re: EMTC Litigation.
P-JN000406		Christiansen, Robert	John C. O'Shaughnessy	Ashton, Bill	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000407		Fred B. Molineux	Johnson, Steven D	Ashton, Bill	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000408		O'Shaughnessy	Robert E. Christiansen	Ashton, Bill	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000409		Christiansen, Robert E	Fred B. Molineux	John C. O'Shaughnessy	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000410		John C. O'Shaughnessy	Fred B. Molineux	John C. O'Shaughnessy	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000411		Fred B. Molineux	Genevieve Murphy	John C. O'Shaughnessy	Attorney-Client; Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000412		Robert E. Christiansen	Fred B. Molineux	John C. O'Shaughnessy	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000413		Garner, Eric S	John C. O'Shaughnessy	Sloane, Howard G.; Dombrow, Ira J	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000414		John C. O'Shaughnessy	Fred B. Molineux	Sloane, Howard G.; Dombrow, Ira J	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000415		Ira J. Dombrow	Ira J. Dombrow	Howard G. Sloane	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000416		Ira J. Dombrow	Johnson and Johnson; Engelhard Corp.	Howard G. Sloane	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000417		Ira J. Dombrow	Johnson and Johnson; Engelhard Corp.	Howard G. Sloane	Work Product	Tolling Agreement re: EMTC Litigation.
JNJ_R05_00003570		Ira J. Dombrow	Johnson and Johnson; Engelhard Corp.	Howard G. Sloane	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000418		John C. O'Shaughnessy	Johnson and Johnson; Engelhard Corp.	Howard G. Sloane	Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN000419		John C. O'Shaughnessy	Ira J. Dombrow	Howard G. Sloane	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000420		Fine, RS	Cahill Gordon and Reindel	Howard G. Sloane	Work Product	Draft Tolling Agreement / work product re: EMTC Litigation.
P-JN000421		John C. O'Shaughnessy	Johnson and Johnson; Engelhard Corp.	Christiansen, RE; Egan, WC; Frazza, GS;	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000422		John C. O'Shaughnessy	Ira J. Dombrow	Utaski, JR; General Law Files	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN0000423			Johnson and Johnson; Engelhard Corp; Cahill Gordon and Reindel	John C. O'Shaughnessy; Howard G. Sloane	Work Product	Draft Telling Agreement / work product re: EMTC Litigation.
P-JN0000424		W.H. Ashton	Ira J. Dernbrow		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000425			W.H. Ashton		Work Product; Common Interest Litigation Privilege	Draft Affidavit / work product re: EMTC Litigation.
P-JN0000426		John C. O'Shaughnessy	Ira J. Dernbrow	Sloane, Howard G.; Sarnet, Eric S	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000427			W.H. Ashton		Work Product; Common Interest Litigation Privilege	Draft Affidavit / work product re: EMTC Litigation.
P-JN0000428		John C. O'Shaughnessy	Joseph G. Blute	Leibensperger, Edward P.; General Law File	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN0000429		File	John C. O'Shaughnessy	Robert E. Christiansen	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-JN0000430		John C. O'Shaughnessy	Robert E. Christiansen	Fine, RS; Frazza, GS; General Law Files	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000431		George Gore	George Gore		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000432		Genevieve Murphy	Ellen Anderson	J. C. O'Shaughnessy, R. A. Zimmer	Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000433		John B. Ahrens,	Fred B. Molineux	I. C. O'Shaughnessy, R. A. Zimmer	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000434		Fine, RS	Fred B. Molineux	I. C. O'Shaughnessy, R. A. Zimmer	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000435		Beidler, JN; Zimmer, RA	John C. O'Shaughnessy	Beidler, JN; Zimmer, RA; General Law Files	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000436		John C. O'Shaughnessy	Newman, Craig A	Fine, RS; General Law Files	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000437		Eschillen, EE	Howard G. Sloane	John C. O'Shaughnessy	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000438		Zimmer, RA	Fred B. Molineux	O'Shaughnessy, John C.; Clare, David R	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000439			Fred B. Molineux	John C. O'Shaughnessy	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000440			Fred B. Molineux	John C. O'Shaughnessy	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000441					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000442					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000443		John C. O'Shaughnessy	Sullivan, Jacqueline A	File; CG	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN0000444		John C. O'Shaughnessy			Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN0000445		Fred B. Molineux	Fred B. Molineux	File	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN0000446		Cahill Gordon and Reindel	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN0000447			Tracy Scott	John C. O'Shaughnessy	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000448					Work Product; Common Interest Litigation Privilege	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN0000449		John C. O'Shaughnessy	Kloks, AW	File; CG	Attorney-Client; Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN0000450		A.W. Kloks	Cook, Kenneth A		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000451		Georgiou, Cira	John C. O'Shaughnessy		Work Product	Email / work product re: EMTC Litigation.
P-JN0000452		File; Lester	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000453		Engelhard Corp.	John C. O'Shaughnessy	Fred B. Molineux	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000454		Engelhard Corp.	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000455		Engelhard Corp.	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000456		Engelhard Corp.	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000457		Engelhard Corp.	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000458		Engelhard Corp.	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000459		John C. O'Shaughnessy	File; Lester	Dornbusch, Arthur; Joslyn, AS; Sloane, HG	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000460		John C. O'Shaughnessy	Allen S. Joslyn		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000461			Engelhard Corporation; Johnson and Johnson		Work Product; Common Interest Litigation Privilege	Release / work product re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JNI000462			Engelhard Corporation; Johnson and Johnson		Work Product; Common Interest Litigation Privilege	Release / work product re: EMTC Litigation
P-JNI000463		Carl Patchke	Kirk's, AW	Mullholland, Maryann; O'Shaughnessy, John; Pelser, Joseph; DeCapua, Nick	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000464		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000465		Howard G. Sloane	John C. O'Shaughnessy	Lester Fliegel	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000466		John C. O'Shaughnessy	Sullivan, Michael D	L. Fliegel, H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000467		George S. Fraize	John C. O'Shaughnessy	Christiansen, RE; Deyo, RC	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
JNI_IDS_00003599		O'Shaughnessy, John O	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000468		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000469		John C. O'Shaughnessy	Sullivan, Michael D	L. Fliegel, H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000470		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000471			Allen S. Joslyn		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JNI000472		John C. O'Shaughnessy	Sullivan, Michael D	L. Fliegel, H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000473		Howard G. Sloane	John C. O'Shaughnessy	Lester Fliegel	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000474		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000475		Sloane, Howard G; Mandel, Bruce P; Massetti, Regina M; Dietz, DR; Powell, Donald A; Scully, William F; Kopp, Ronald S	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000476		Ronald S	Martilotta, Samuel R		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000477			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000478		O'Shaughnessy, John O	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000479		Smith, AR	Martilotta, Samuel R	H. William; Mandel, Bruce P; Sloane, Howard G; Massetti, Regina M; Scully, William F; Carter, Michael D; Hentemann, Henry A; Powell, Donald A; Kopp, Ronald S; Fox, Timothy M; Barnhouse, James W	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000480		Smith, AR; Nare, RB	Mandel, Bruce P		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000481		Mandel, Bruce P; Massetti, Regina M; Carter, Michael D; Powell, Donald A; Fox, Timothy M; Sloane, Howard G; Scully, William F; Hentemann, Henry A; Kopp, Ronald S; Barnhouse, James W	Martilotta, Samuel R		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000482			Smith, AR	Victor, William H	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000483		Fliegel, Lester	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000484		Bob	John C. O'Shaughnessy	Fred B. Molineux	Work Product	Notes / work product re: EMTC Litigation.
P-JNI000485					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JNI000486		Johnson and Johnson	John C. O'Shaughnessy		Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JNI000487			O'Shaughnessy, John C; Christiansen, Robert E		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000488		Johnson and Johnson	John C. O'Shaughnessy		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JNI000489		Fred B. Molineux	John C. O'Shaughnessy		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JNI000490		Fred B. Molineux	Fliegel, Lester	Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000491		John C. O'Shaughnessy			Work Product; Common Interest Litigation Privilege	Notes regarding litigation and strategy re: EMTC Litigation.
P-JNI000492					Work Product; Common Interest Litigation Privilege	Notes regarding litigation and strategy re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN1000493		John C. O'Shaughnessy	Fliegel, Lester		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000494		John C. O'Shaughnessy	Johnson and Johnson; Engelhard Corp.		Work Product; Common Interest Litigation Privilege	Tolling Agreement re: EMTC Litigation.
P-JN1000495		Sloane, Howard G.; Mandel, Bruce P.; Massetti, Regina M.; Scully, William F.; Kopp, Ronald S.; Powell, Donald A.; Tucker, Robert L.; Evanchuk, Nicholas L.	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000496		John C. O'Shaughnessy	Martillotta, Samuel R.		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000497		Sloane, Howard G.; Mandel, Bruce P.; Massetti, Regina M.; Scully, William F.; Kopp, Ronald S.; Powell, Donald A.; Tucker, Robert L.; Evanchuk, Nicholas L.	Howard G. Sloane	Lester Fliegel	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000498		Tucker, Robert L.; Evanchuk, Nicholas L.	Martillotta, Samuel R.		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000499		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000500		Allen S. Joslyn	Georgiou, Cira P.		Work Product	Consulting Report / work product re: Westfall case.
P-JN1000501		Dornbusch, Arthur	Dr. Frederick D. Pooley		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000502		John C. O'Shaughnessy	Allen S. Joslyn		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000503		John C. O'Shaughnessy	Dornbusch, Arthur		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000504		John C. O'Shaughnessy	Johnson and Johnson; Engelhard Corp.		Work Product; Common Interest Litigation Privilege	Tolling Agreement re: EMTC Litigation.
P-JN1000505		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000506		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000507		John C. O'Shaughnessy	Sullivan, Michael D.	L. Fliegel; H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000508		John C. O'Shaughnessy	Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN1000509		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000510		File	John C. O'Shaughnessy		Attorney-Client; Work Product	Notes / work product re: EMTC Litigation.
P-JN1000511		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Memo / work product re: EMTC Litigation.
JNJ_RCS_00003614		Howard G. Sloane	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JNJ_RCS_00003615		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000512		Sloane, Howard G.; Mandel, Bruce P.; Massetti, Regina M.; Hertenmann, Henry A.; Goss, Thomas M.; Ross, David	Martillotta, Samuel R.	Mellen, Francis J.; Lonsdale, Judith A.; Emberton, Jeffrey M.; Gerlack, Julius R.	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000513		Bruce Semple	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN1000514		Christian, RE; Deyo, RC; Frazza, GS	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN1000515		File	John C. O'Shaughnessy		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000516		Howard G. Sloane	John C. O'Shaughnessy		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000517		EMTAL File	John C. O'Shaughnessy		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000518		John C. O'Shaughnessy	Allen S. Joslyn		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000519		John C. O'Shaughnessy	Allen S. Joslyn		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN1000520		Baker, Robert; ACSS Inc; Eastern Magnesia Talc Co	Victor, William H.	Zaleski, Diana; Shroyer, David I.; Joslyn, Allen S.; Sloane, Sullivan; Carroll; Martin	Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN1000521		John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000522		Howard G. Sloane	Klusendorf, JR	L. Fliegel; M. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000523						

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN000524		Howard G. Sloane	Georgiou, Cira P	John C. O'Shaughnessy	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000525		Court of Common Pleas Summit County	Smith, AR; Nace, RB Victor, William H.; Gore, George; Nace, RB; Smith, AR		Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000526		Grinder, Harold; AP Green Industries Inc	Gore, George; Nace, RB; Smith, AR; Lambros, Thomas D		Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000527		Allen S. Joslyn	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000528			Dr. S. Selevan		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000529					Work Product; Common Interest Litigation Privilege	Consulting Report / work product re: EMTC Litigation.
P-JN000530					Work Product; Common Interest Litigation Privilege	Legal/Case Research / work product re: EMTC Litigation.
P-JN000531		Howard G. Sloane	John C. O'Shaughnessy	File: EMTC	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000532		Court of Common Pleas Summit County	Roger N. Miller		Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000533		Howard G. Sloane	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000534		John C. O'Shaughnessy	George Gore		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000535		Court of Common Pleas Summit County	Roger N. Miller		Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000536		Lester Fliegel; John C. O'Shaughnessy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000537			Michael D. Sullivan		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000538			Michael D. Sullivan		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000539			Michael D. Sullivan		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000540			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000541			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000542			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000543		Allen S. Joslyn	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000544		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000545			Sarner, Eric S	Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000546			Roger N. Miller		Work Product; Common Interest Litigation Privilege	Legal Document / work product re: EMTC Litigation.
P-JN000547		Christiansen, RE; Devo, RC; Fraza, GS	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN000548		File	John C. O'Shaughnessy		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000549			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000550		John C. O'Shaughnessy	Eric S. Sarner	Sloane, H.G.; Dombrow, Ira J.	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JN1_RCS_00003618			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
JN1_RCS_00003619					Work Product	Notes / work product re: EMTC Litigation.
P-JN000551			John C. O'Shaughnessy	Christiansen, RE; Devo, RC	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN000552		George S. Fraza	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000553			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000554		John C. O'Shaughnessy	Lester Fliegel	Howard G. Sloane	Work Product; Common Interest Litigation Privilege	Legal/Case Research / work product re: EMTC Litigation.
P-JN000555					Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN000556			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Legal/Case Research regarding litigation and strategy re: EMTC Litigation.
P-JN000557			John C. O'Shaughnessy		Work Product	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000558			Cahill Gordon and Reindel		Work Product	Notes / work product re: EMTC Litigation.
P-JN000559			John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN000560			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN000561			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN1000562			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000563		Voslyn, Allen	John C. O'Shaughnessy Johnson and Johnson; Engelhard Corp; Calilli Gordon and Reindol		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000564			John C. O'Shaughnessy		Work Product	Draft Release / work product re: EMTC Litigation.
P-JN1000565			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000566		John C. O'Shaughnessy	Sam Guynes		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000567			John C. O'Shaughnessy	Christiansen, RE; Fine, RS; Molineux, FB	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000568					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000569					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000570					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000571					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000572					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000573					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000574					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000575					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000576					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000577					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000578					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000579					Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000580					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000581			John C. O'Shaughnessy		Work Product	Notes regarding litigation and strategy re: EMTC Litigation.
P-JN1000582			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000583			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000584			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000585			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000586			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000587		John C. O'Shaughnessy	George S. Frazza		Attorney-Client; Work Product	Notes / work product re: EMTC Litigation.
P-JN1000588		G. Frazza; S. Guynes	John C. O'Shaughnessy	Fred B. Molineux	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000589		John C. O'Shaughnessy	Cira P. Georgiou		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000590			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000591			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000592			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000593			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000594			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000595			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000596			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000597			Sloane, Peter; Silverman, Laurence A; Dembrow, Ira J; Finnegan, Kevin; Sarnier, Eric S		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN1000598					Work Product	Memo / work product re: EMTC Litigation.
P-JN1000599		Fred B. Molineux	John C. O'Shaughnessy	Robert E. Christiansen	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN1000600		E. E. Eskilsen; David R. Clare	Maneval, Mark W	Warren, Lizabeth A; Burka, MO	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000601					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000602					Work Product	Legal Document / work product re: EMTC Litigation.
P-JN1000603			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000604			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JNI000605		John C. O'Shaughnessy	Joseph G. Blute	Leibensperger, Edward P.; General Law	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JNI000606		Leibensperger, Edward P.; Blute, Joseph G		Files	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JNI000607			Chintz, Michael L		Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000608					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000609					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000610					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000611					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000612					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000613					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000614					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000615					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000616					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000617					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000618					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000619					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000620			Sloane, Peter; Silverman, Laurence A;		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JNI000621			Dumbrow, Ira J; Finnegan, Kevin;		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000622		John C. O'Shaughnessy	Sarner, Eric S		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JNI000623			W.H. Ashon		Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000624			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000625					Work Product	Notes / work product re: EMTC Litigation.
P-JNI000626					Work Product	Notes / work product re: EMTC Litigation.
P-JNI000627		John C. O'Shaughnessy	Eric S. Sarner		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000628			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000629			Caillif Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JNI000630			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000631		Ira J. Dumbrow	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JNI_RCS_00003949		John C. O'Shaughnessy	Zessurek, CJ		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
			Ira J. Dumbrow		Work Product; Common Interest Litigation Privilege	Deposition Transcript with handwritten notes / work product re: EMTC Litigation.
JNI_RCS_00004070		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JNI000632			Migal, Elaine	Sarner, Eric S	Work Product	Notes / work product re: EMTC Litigation.
JNI_RCS_00004102		John N. Beidler	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000633			Roger N. Millar		Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-JNI000634		File	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JNI000635		John C. O'Shaughnessy	Robert E. Christiansen		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JNI000636			McCabe, Valerie T	Leibensperger, EP; Blute, JG	Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JNI000637		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JNI000638			Huffman, Dale E	John C. O'Shaughnessy	Work Product; Common Interest Litigation Privilege	Notes / work product re: EMTC Litigation.
					Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN1000639					Work Product; Common Interest Litigation Privilege	Case Status Updates regarding litigation and strategy re: EMTC Litigation.
P-JN1000640					Work Product; Common Interest Litigation Privilege	Case Status Updates regarding litigation and strategy re: EMTC Litigation.
P-JN1000641			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000642		Huffman, Dale E	Georgiou, Cira P		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000643			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000644		Harrington, Mike	Guyton, Sam J		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000645		Rose, Windsor Mills	John C. O'Shaughnessy		Attorney-Client; Work Product	Letter / attorney client communication re: EMTC Litigation.
P-JN1000646					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000647		Edward P. Lobensperger	Roger N. Miller		Attorney-Client; Work Product	Notes / work product re: EMTC Litigation.
P-JN1000648					Work Product	Memo / work product re: Westrail case.
P-JN1000649		John C. O'Shaughnessy	Michael D. Sullivan		Work Product; Common Interest Litigation Privilege	Notes / work product re: EMTC Litigation.
P-JN1000650					Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN1000651			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN1000652		John C. O'Shaughnessy	W.H. Ashton		Attorney-Client; Work Product	Notes / work product re: EMTC Litigation.
P-JN1000653					Work Product	Memo / work product re: EMTC Litigation.
P-JN1000654					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000655					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000656					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000657					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000658					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000659					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000660					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000661					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000662					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000663					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000664					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000665					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000666					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000667					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000668					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000669					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000670					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000671					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000672					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000673					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000674					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000675					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000676					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000677					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000678					Work Product	Notes / work product re: EMTC Litigation.
P-JN1000679					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN1000680					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN1000681					Work Product	Notes / work product re: EMTC Litigation.

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DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN0000717			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000718			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000719			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000720		Allen S. Joslyn	Joyce, Robert H		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000721		Dornbusch, Riegel	Allen S. Joslyn; Peter Sloane		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000722			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000723		Riegel, Dornbusch	Allen S. Joslyn; Peter Sloane		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000724			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000725			Cahill Gordon and Reindel		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000726			Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000727			Howard G. Sloane		Work Product	Notes / work product re: EMTC Litigation.
JNJ_RCS_00005083		John C. O'Shaughnessy	Sullivan, Michael D	L. Riegel; H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
JNJ_RCS_00005084					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN0000728		File			Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000729		File	Peter Moskowitz		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000730					Work Product	Deposition Preparation Materials / work product re: EMTC Litigation.
P-JN0000731					Work Product	Deposition Preparation Materials / work product re: EMTC Litigation.
P-JN0000732					Work Product	Deposition Preparation Materials / work product re: EMTC Litigation.
P-JN0000733					Work Product	Deposition Preparation Materials / work product re: EMTC Litigation.
P-JN0000734					Work Product	Deposition Preparation Materials / work product re: EMTC Litigation.
P-JN0000735					Work Product	Deposition Preparation Materials / work product re: EMTC Litigation.
P-JN0000736					Work Product	Legal/Case Research from consulting expert re: EMTC Litigation.
P-JN0000737					Work Product	Legal/Case Research from consulting expert re: EMTC Litigation.
P-JN0000738					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000739		Fliegel, Lester; Payunk, Lindy	Howard G. Sloane		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000740		Sloane, Peter	Kopp, Ronald S	Klusendorf, James R; Dineen, Thomas	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000741					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN0000742					Work Product; Common Interest Litigation Privilege	Case Status Updates / work product re: EMTC Litigation.
P-JN0000743					Work Product	Case Status Updates / work product re: EMTC Litigation.
P-JN0000744		Howard G. Sloane	Klusendorf, JR	Dineen, Thomas V; Joyce, Robert H; Kopp, Ronald S	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000745					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000746					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000747					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000748					Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN0000749					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000750		John C. O'Shaughnessy	John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000751		Art Kimball	Dr. Frederick D. Pooley		Work Product	Letter from consulting expert re: EMTC Litigation.
P-JN0000752			Ian M. Stewart		Work Product	Talc testing / work product re: Westfall case.
P-JN0000753			Carol Rodgers; Ian M. Stewart		Work Product	Talc testing / work product re: Westfall case.

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P-JN0000759			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000800					Work Product	Legal/Case Research / work product re: Westfall case.
P-JN0000801					Work Product	Notes / work product re: EMTC Litigation.
JN000080005338	Fine, RS		John C. O'Shaughnessy	Bedler, JN; Zimmer, RA	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000802					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000803					Work Product	Notes / work product re: EMTC Litigation.
JN000080005478	Ira J. Dembrow		W.H. Ashton	John C. O'Shaughnessy	Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
JN000080005479	W.H. Ashton		Ira J. Dembrow	John C. O'Shaughnessy; Howard G. Slane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000804			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000805			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000806			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000807			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000808			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000809	File		John C. O'Shaughnessy	Robert E. Christiansen	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000810	Ira J. Dembrow		John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000811			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-JN0000812	File		John C. O'Shaughnessy	Robert E. Christiansen	Attorney-Client; Work Product	Memo / work product re: Westfall case.
P-JN0000813					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000814			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000815			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000816			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000817			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000818			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000819			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000820			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000821			John C. O'Shaughnessy		Work Product	Legal/Case Research / work product re: EMTC Litigation.
P-JN0000822			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000823	John C. O'Shaughnessy		Wehner, Alfred P		Work Product	Letter from consulting expert re: EMTC Litigation.
P-JN0000824	Doolan, Barry L		John C. O'Shaughnessy	Williams, Gene	Attorney-Client; Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000825			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000826			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000827			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000828			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000829			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000830			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000831			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000832			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000833			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000834			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000835			John C. O'Shaughnessy	Christiansen, RE; Fine, RS; Molineux, FB	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000836	Allen S. Joslyn		John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000837			Oliver, Kent; Wilson, RK; Cross, Cartrell;		Work Product; Common Interest Litigation Privilege	Memo regarding litigation and strategy re: EMTC Litigation.
P-JN0000838			Stevens, Paul		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000839			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.

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P-JN0000840			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000841			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000842			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000843		John C. O'Shaughnessy	Dr. Frederick D. Podley		Work Product	Letter from consulting expert re: EMTC Litigation.
P-JN0000844			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000845			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000846			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000847			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000848		John C. O'Shaughnessy	Donato, Susan, Zesutsek, CJ		Work Product	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000849			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000850		John C. O'Shaughnessy	Deyo, Russel C		Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000851			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000852			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000853			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000854			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000855			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000856			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000857			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000858			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000859			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000860			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000861			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000862			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000863			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000864			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000865			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000866			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000867			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000868			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000869		George S. Fraza	John C. O'Shaughnessy	Christiansen, RE, Deyo, RC	Attorney-Client; Work Product	Memo / work product re: EMTC Litigation.
P-JN0000870			Englehard Corporation, Johnson and Johnson		Work Product; Common Interest Litigation Privilege	Release / work product re: EMTC Litigation.
P-JN0000871			Englehard Corporation, Johnson and Johnson		Work Product; Common Interest Litigation Privilege	Release / work product re: EMTC Litigation.
P-JN0000872			Englehard Corporation, Johnson and Johnson		Work Product; Common Interest Litigation Privilege	Legal/Case Research / work product re: EMTC Litigation.
P-JN0000873		John C. O'Shaughnessy	Scott Martin		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000874		John C. O'Shaughnessy	Martin, Scott	L. Fliegel, H. Sloane	Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000875			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000876			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000877			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000878			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000879			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000880			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000881			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000882			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000883			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000884			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.

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Ross v. BASF Catalysts, LLC, et al., Docket No. MID-L-0582-17AS - Privilege Log of Johnson and Johnson Consumer Products, Inc. (July 2017)

DOCUMENT NUMBER	DOCUMENT DATE	AUTHOR	RECIPIENT	CC	PRIVILEGE ASSERTED	PRIVILEGE DESCRIPTION
P-JN0000885			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000886			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-JN0000887			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-JN0000888					Work Product	Notes / work product re: EMTC Litigation.
P-JN0000889			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000890		John C. O'Shaughnessy	Dr. Frederick D. Pooley		Work Product	Letter from consulting expert re: EMTC Litigation.
P-JN0000891		Allen S. Joslyn	John C. O'Shaughnessy		Work Product; Common Interest Litigation Privilege	Letter regarding litigation and strategy re: EMTC Litigation.
P-JN0000892			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000893			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000894			Dr. Frederick D. Pooley		Work Product	Consulting Report / work product re: Westfall case.
P-JN0000895		Dr. Frederick D. Pooley	John C. O'Shaughnessy		Work Product	Letter to consulting expert re: EMTC Litigation.
P-JN0000896			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.
P-JN0000897			John C. O'Shaughnessy		Work Product	Notes / work product re: EMTC Litigation.

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Exhibit 208

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THOMAS P. CURNIN
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BART FRIEDMAN
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JOHN F. MITCHELL
MATTHIAS E. MONE
HUGH P. MORRISON, JR.
DONALD J. MULVINILL
KENNETH W. ORCE
CHARLES PLATTO
ROY L. REGOZIN
RICHARD L. REINHOLD
DEAN RINGEL
THORN ROSENTHAL
RICHARD J. SABELLA
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LEONARD A. SPIVAK
GERALD S. TAKENBAUM
MICHAEL P. TIERNEY
ROBERT USADI
JOHN R. VAUGHAN
GEORGE WAILAND
RALPH D. WINGER
GARY W. WOLF
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** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000
WRITER'S DIRECT NUMBER

(212) 701-3648

May 17, 1989

Re: Tireworkers' Asbestos Litigation

Dear Mr. Schwartz:

I write this letter as counsel for Engelhard Corporation and its former wholly-owned subsidiary, Eastern Magnesita Talc Co. ("EmTal") which currently are defendants in 28 lawsuits that your firm has brought in the Eastern District of Pennsylvania and in Montgomery County Court on behalf of former tireworkers at the B.F. Goodrich plant in Oaks, Pennsylvania.

This letter is the continuation of a process that began last August at the Montgomery County Courthouse when Vicky Komarnicki, Engelhard's local counsel, and two colleagues of mine, Craig Newman and Eric Sarnier, spoke to you about the possibility of your voluntarily dismissing Engelhard and EmTal from the tireworkers' actions on the ground that the talc manufactured by EmTal did not contain any asbestos. You indicated that you would consider doing so if Engelhard would provide you with the location of its talc mines and if your expert then determined that they were not in a region in which asbestos-containing talc was found.

By letter of September 22, 1988, Vicky Komarnicki provided you with an affidavit of Charles D. Carter, Engelhard's Director of Joint Ventures and Resources, stating that Engelhard's only talc mine was located in Johnson, Vermont and that Engelhard produced talc from that mine from 1967, when it acquired the mine, through 1983, when the mine was closed for economic reasons. (A copy of the Carter affidavit is attached for your convenience.) There were then several telephone conversations between you and Ms. Komarnicki in regard to this matter, as reflected in her letters to you of October 18 and November 10, 1988, as well as a discussion in



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EXHIBIT
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Pottstown among you, Ms. Komarnicki and Eric Sarnier on November 16, 1988, as reflected in a letter to you of November 21, 1988. Subsequently, you advised Messrs. Newman and Sarnier that you no longer had available an expert in this field. You indicated, however, that you would be receptive to Engelhard pursuing this matter with its own expert. Engelhard has now done so.

Enclosed is an affidavit by William H. Ashton who has been involved in investigating and studying the talc industry and talc technology for over thirty-five years. In his affidavit, Mr. Ashton summarizes a number of reports, studies and analyses, from the 1940s through the 1980s, of the talc produced at the Johnson, Vermont talc mine that was owned and operated by EmTal from 1967 through 1983. The unequivocal conclusion, reached by all of these investigations, as set forth in Mr. Ashton's affidavit, is that talc from the Johnson, Vermont mine, which was Engelhard's only talc mine, did not contain asbestos. Included among the various studies and reports discussed by Mr. Ashton are two separate 1982 analyses of the talc from the Johnson mine, both of which concluded, based on, respectively, (i) scanning electron microscopy and energy dispersive spectroscopy, and (ii) x-ray diffraction analysis and analytical transmission electron microscopy, that no asbestos was present. (See para. 7 of the Ashton affidavit)

I would urge that after you review this affidavit, you will agree to voluntarily dismiss Engelhard and EmTal from the Goodrich tireworkers' lawsuits. If you should have any questions, please feel free to contact me.

I look forward to receiving your response by June 1, 1989.

Sincerely,



Ira J. Dembrow

Jeffrey C. Schwartz, Esq.
Law Offices of Allen L. Rothenberg
9th Floor
1201 Chestnut Street
Philadelphia, Pennsylvania 19107

[Enclosures]

FEDERAL EXPRESS

cc: Vicki Komarnicki, Esq. (w/encls.) [FEDERAL EXPRESS]
Lynn Rosner, Esq. (w/encls.) [FEDERAL EXPRESS]

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-3-

**bcc: Howard G. Sloane, Esq.
Laurence A. Silverman, Esq.
Kevin Finnegan, Esq.
Eric S. Sarnier, Esq.
Michael Sullivan
(all w/encls.)**

BASF FC 0004282

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